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1 CASE #5-3-1877

MAY 11 1965

4:20 p.m.

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4 LOCAL 70, Oakland, California, and

5 LOS ANGELES-SEATTLE MOTOR EXPRESS

6

MAIN COMMITTEE

7 UNION COMMITTEE:

EMPLOYER COMMITTEE:

8 GEORGE KING

R. S. McILVENNAN, Chairman

9 FRED HOFMANN

PAUL JAMES

10 FULLMER LATTER

ALLAN FOY

11 APPEARANCES:

12 E. DeCOSTA, S. F. ROYSTER and W. C. BAYARDO appeared on
13 behalf of the Union.

14 LEO BOSTER and G. C. MURRAY appeared on behalf of the
15 Employer.

16 DON SLAYBAUGH appeared on behalf of California Trucking
17 Associations, Inc.

18

19

20 CHAIRMAN McILVENNAN: Case #5-3-1877: Local 70 and L. A.-
21 Seattle.

22 Are you ready to go, Deke?

23 MR. DeCOSTA: We are saying here that we want job bidding,
24 which is practiced around Joint Council 7's area and a number of
25 the companies under the maintenance of standards and under job
26 seniority and rights. We are asking for job bidding. We are

1 asking for the job bidding when a man is discharged or there is
2 a job opening or a new job creation. We want the right for the
3 men in the terminal according to seniority on the bid position
4 to bid for this job. Now, regardless of whether it is a higher-
5 paid position or a lower-paid position. Because in the Contract
6 you have it provided that if the man himself puts himself down
7 into a different category, he suffers the reduction of the wage,
8 but if he is up in the higher category he maintains that wage.
9 So this is no different than that.

10 So this is why we are saying, If there is a job opening or
11 new job or job creation, we would like to have it put up for bid
12 and give everyone an equal opportunity to bid these jobs. So
13 that if they are on a swing shift, graveyard or on the day shift
14 and they have the seniority to bid for these jobs, they won't be
15 stuck on these positions all the time; that they would have an
16 equal right and opportunity to gain the type of job that they
17 are qualified and classified for. Which all these men working
18 for these jobs are qualified for these types of jobs.

19 Chuck and Bill have something.

20 MR. ROYSTER: I would like to make a short statement on
21 this "Job Seniority in Reassignment", on Page 48:

22 "Job seniority will be used in bidding for assignments to
23 equipment. . . .".

24 This has been a stumbling block at L. A.-Seattle for a
25 good number of years now. We maintain that job seniority should
26 be recognized by seniority either for the job or for the

1 equipment. We have been met by the Employer with a refusal for
2 either bidding for equipment or bidding for job or bidding of
3 any sort.

4 The Company maintains that they do not recognize this
5 section of the Contract. Consequently, the practice in effect
6 today is that when an opening does occur, it is filled generally
7 by a junior man, not a senior man.

8 MR. CROSBY: Are you talking about a regular job or
9 vacancies?

10 MR. DeCOSTA: Job opening.

11 MR. ROYSTER: I am talking about a new job that is created;
12 a job where a man dies, quits, is discharged.

13 MR. ROY WILLIAMS: Let me ask you a question to see if I
14 can clarify it.

15 Say, for instance, you have a job at 8:00 o'clock in the
16 morning on a particular type of equipment, let's say that the
17 Company has put on that particular job. Say it is a tractor-
18 trailer outfit or what we call "leapers" or "short outfit". Say
19 the man quits that is on that job. You are asking for that job
20 to be put up for bid so that the senior qualified man, even
21 though he might have a regular bid assignment, has a right to
22 change at that time.

23 MR. ROYSTER: This does not happen.

24 MR. ROY WILLIAMS: I understand, but this is what you are
25 asking for?

26 MR. DeCOSTA: That is true.

1 MR. ROY WILLIAMS: As I understand the way you do it, if
2 this type of an opening becomes available, they take a junior
3 man that probably isn't on a bid assignment and put him in that
4 particular bid assignment. Is that right?

5 MR. ROYSTER: Because we have no bid assignments at all.
6 There are no bid assignments, with one exception: in a higher-
7 paid position. Which is covered by Section 3.

8 MR. BAYARDO: They say we didn't have. We did have two
9 job vacancies. They were both for a hostler. They were posted.
10 After they were fulfilled, then this Company maintains that they
11 will not post any more job rights.

12 CHAIRMAN McILVENNAN: Let's hear from the Company.

13 MR. SLAYBAUGH: This is Cliff Murray of the Company and I
14 am Don Slaybaugh of the Association. Because this involves so
15 many companies operating under the Local 70 Contract, I am
16 appearing as a witness for the Company.

17 Two sections of Article 39 are pertinent to the problem
18 here. Section 3, which has remained unchanged for ten years or
19 more, reads as follows:

20 "In filling higher paid positions under this Agreement,
21 employees working in other classifications under the jurisdiction
22 of this Agreement shall be given reasonable trial on the basis of
23 seniority to demonstrate their ability in which to qualify for
24 such positions."

25 "Section 7. Job seniority in Reassignment.

26 "Job seniority will be used in bidding for assignments to

1 equipment. Once a driver has established seniority in a classi-
2 fication and is reassigned to a lower paid classification, he
3 shall continue to be compensated at the higher wage scale if
4 job seniority is not observed in his reassignment. However,
5 when an employee at his own request is placed in a lower paid
6 classification, he shall be paid at the rate of pay of the
7 lower classification."

8 As was so aptly pointed out here in the executive session
9 yesterday, this Contract is totally unlike the rest of the
10 Western States Pick-Up and Delivery Agreements. This Contract
11 and these two clauses have not changed for over a period of ten
12 years, and this Contract has never contained job bidding. The
13 only job bidding involved has been in the assignment to equipment.
14 When those companies do assign a piece of equipment to a
15 particular run or a man, at that time job bidding takes place.
16 It has not taken place at any other time.

17 In the proposal submitted by Local 70 and by Joint Council
18 7 in the years of 1956, 1959 and as late as 1964, they have
19 proposed change in the wording of Section 5 to state that it
20 is "job bidding". And I have those proposals here. Nevertheless,
21 a final determination in negotiations has always been the
22 retention of the present wording.

23 As far back as February 13th 1955, in the grievance
24 committee which was in operation at that time, this case was
25 brought up at that time against Los Angeles-Seattle on exactly
26 the same issue as there appears now. There were present for the

1 Union various gentlemen from Joint Council 7, of whom several
2 are no longer here: Maderos, DeMartini, Bill Rodgers, Carter,
3 Fred Hofmann from 287. And this involved a day shift steward
4 who had been on the Company dock for four years. He was assigned
5 to a heavy-duty driving job while the Company at the same time
6 transferred a night dock employee junior to this same gentleman
7 in seniority to the day dock job. At that time the vote was
8 9 to 1 to uphold the Employer's right to reassign employees in
9 jobs and shifts without seniority consideration. This is the
10 decision that was rendered at that time.

11 Cases have then been filed subsequently in 1961 against
12 L. A.-Seattle, and a meeting was called of all of the Locals in
13 Joint Council 7 to discuss the application of these two sections
14 with the California Trucking Associations. And at that time we
15 discussed the possibility of changing seniority by shifts, and
16 for that the Association would agree to rewrite the clause which
17 would allow the filling of a vacancy in a higher-paid position
18 by actually posting the job for bid.

19 There were present at that particular meeting in addition
20 to Mr. Hofmann and Mr. Sweeney, the representatives from all the
21 other Locals, including Mr. Bailey and Mr. Burke, Mr. Rourke
22 from 85, Clark from 624, Parkinson from 980, and Mr. Polland,
23 who was their counsel at that meeting.

24 After meeting for some two hours they were unable to
25 resolve their own position regarding the question of bidding of
26 jobs, and we were notified that it would remain exactly as it

1 had been before.

2 The case came up even again later in 1962, and we met with
3 Mr. Hoffa at the Fairmont and at which Mr. Paul James was present,
4 as were Mr. Statton, Walkup and myself; and the Teamsters had
5 present in addition to Mr. Hoffa Jack Goldberger and Al Brundage
6 and Leon Ardzrooni and Fred Hofmann and Jack Sweeney. And at
7 that time Mr. James brought up the question and handed this to
8 Mr. Hoffa and asked him if he felt that this contained job
9 bidding.

10 Mr. Hoffa read it over and said that "The language is clear
11 and unambiguous" (these are his exact words) "and that the only
12 requirement under the Contract was that when there was a higher-
13 rated position open, the man who had the most seniority was to
14 be given a reasonable trial".

15 And he turned to Mr. Brundage and said: "Is this not so,
16 Al?"

17 And Al said: "Yes. That is the way I read it also."

18 Now, there are some companies which do do job bidding.
19 That is their business if they choose to do it. There are many
20 companies in this Association which do not do job bidding; that
21 at any time there is a vacancy created as a result of a discharge
22 or a quit, the man with the most seniority is given a reasonable
23 trial to fulfill that job opening. If he cannot fulfill it at
24 the end of that time, the next-seniority man is given that
25 particular opportunity. And that is the basis on which the
26 past practice of these companies has been.

1 I wish Mr. Murray would tell you the past practice of L.A.-
2 Seattle over the period of years in which he has been operating
3 under this Contract.

4 CHAIRMAN McILVENNAN: All right, Mr. Murray.

5 MR. MURRAY: Thanks, Don. It certainly sums it up.

6 I shall use Mr. Boster as a witness, for he was the head
7 of the operations at this terminal in Oakland from about '55
8 to '59, or prior to '55 and at least in '57 or '58, when this
9 job-bid thing first started making itself known in '58 and '59.

10 We have always observed seniority in higher-paid classifica-
11 tions as called for in the Contract, with the man having the
12 opportunity to demonstrate his ability to learn to fill the job,
13 and at home our senior men are in a higher-paid classification
14 and in the preferable jobs.

15 We do not and have not done any lateral job bidding whatso-
16 ever in the city truck to city truck or platform jobs to platform
17 jobs, night shift job to night shift, to graveyard or graveyard
18 to swing. And this is what has been repeatedly asked for in our
19 terminal.

20 I make the statement that this Employer does not refuse to
21 abide by the Contract and recognize these paragraphs, but believes
22 explicitly and completely that we are adhering to them fully
23 all the way through the way they are written. And with the
24 position as set forth by Mr. Slaybaugh on the meaning of both
25 paragraphs I don't think we are at odds at all.

26 I think that there is nothing to add on the practice to it.

1 MR. SLAYBAUGH: May I add one further thing?

2 MR. MURRAY: What Mr. Boster wanted to remind me of and
3 advise the Committee was that we do have policies within the
4 Company of permitting men to move from nights to days and from
5 other jobs within the terminal to jobs which they may desire
6 or may be more suited to, but as to opening it up to a straight
7 lateral job bid, that type of thing, this has not been done at
8 all.

9 CHAIRMAN McILVENNAN: First Deke and then Don.

10 MR. DeCOSTA: What we are saying here is that they have
11 job bidding in their Company. They have bid hostling jobs in
12 that Company, put it on the board and posted on the board for a
13 week or five days. These jobs were posted and were bid.

14 On this lateral bidding, Chuck can tell you on the lateral
15 bidding.

16 MR. ROYSTER: We did have one case of lateral bidding with
17 which I am familiar. This has been quite a while ago, but we did
18 have one case concerning the San Leandro route.

19 And this was how long ago?

20 MR. BAYARDO: Three years ago.

21 MR. ROYSTER: Roughly three years ago. We did have on the
22 San Leandro route a man quit and the job was posted on the time
23 clock, and the man did bid for it and the job was awarded to the
24 higher-seniority man.

25 CHAIRMAN McILVENNAN: That happened once?

26 MR. ROYSTER: Since that time there has been none.

1 MR. DeCOSTA: Since that time we have been fighting to
2 get this back into the operation. We have never let it die and
3 we have been fighting this operation through Joint Council 7.

4 As far as the provisions of the Contract where he says he
5 is abiding by the conditions of the Contract, the Contract then,
6 therefore, calls for bidding of equipment. Now, this they won't
7 abide by, either one of these two of that section of the Contract.
8 And like I stated before, they had bidding of equipment in this
9 Company, and therefore we still want to maintain bidding of jobs.

10 CHAIRMAN McILVENNAN: I think Mr. Slaybaugh has a statement.

11 MR. SLAYBAUGH: The Contract does not call for bidding of
12 equipment. It calls for bidding for assignments. Which is
13 somewhat different.

14 As one of the negotiators of this Contract in 1958, '59
15 and again in '61 and '64, I recall that there has been much
16 discussion about job seniority and various proposals submitted
17 by the Union. Our principal objection has always been, of
18 course, to route men. Whenever there was a job opening after a
19 man had been trained in his job, knew where to make a pickup,
20 and so on, to open up such bidding would result in a deluge of
21 changes throughout your entire system. We have been opposed to
22 that basic principle and presumably our arguments have prevailed
23 in each negotiation, because it has not gone into the Contract
24 that there be job bidding.

25 CHAIRMAN McILVENNAN: I would like to ask a question.

26 MR. HOFMANN: I would like to ask a question of Don

1 Slaybaugh.

2 You said that Section 7 has been in the Contract for ten
3 years.

4 MR. SLAYBAUGH: Yes.

5 MR. HOFMANN: It has not. Wasn't that the section that we
6 took out of 85's Agreement in 1961-1964 negotiations?

7 MR. ROYSTER: That is quite true.

8 MR. HOFMANN: Wait a minute, will you.

9 And you talk about the meeting that we held down at the
10 TowneHouse when we got this section in, in 1961, where Local 287
11 requested it, saying: "Now that there is job bidding on equip-
12 ment, we want to put it into effect"? And it was your statement
13 that you asked for the same provision that they had in Local 85's
14 Agreement and "It doesn't mean equipment, it means bidding on
15 jobs"? And our Local Union got beat on it, so we had to leave
16 the "equipment" out and then the bid on it went for the jobs?
17 That was at the TowneHouse in 1961.

18 MR. SLAYBAUGH: Were you present in 1963 in our office when
19 you discussed this thing with the rest of the Joint Council 7,
20 Mr. Polland, myself and others, when we tried to arrive at a
21 solution?

22 MR. HOFMANN: You tried to arrive at a solution and you
23 couldn't.

24 MR. SLAYBAUGH: Were you present when this proposal was
25 submitted by Joint Council 7 in 1964 in Chicago, in which you
26 proposed for bidding of jobs and which did not appear in your

1 Contract?

2 MR. HOFMANN: No, 1. We are not talking about 1964. If
3 you remember, in the 1964 negotiations in Chicago, you can change
4 the Agreement by mutual agreement, but you had a lot of items
5 and we wouldn't change any part of it. But the understanding that
6 I had was back in 1961: that it was not bidding on equipment;
7 it was bidding on jobs.

8 And this provision in No. 7 hasn't been in the Agreement
9 for ten years. It was just put in there in 1961.

10 CHAIRMAN McILVENNAN: I would like to ask the Union about
11 these cases that were cited by Don Slaybaugh in which this
12 specific issue was brought up and which in this case was decided
13 9 to 1 in favor of the Employer on this very same issue.

14 MR. DeCOSTA: Which one was that?

15 MR. ROYSTER: That was a case in 1959.

16 CHAIRMAN McILVENNAN: 1955.

17 MR. ROYSTER: This provision appeared in the Contract 1961-
18 1964.

19 CHAIRMAN McILVENNAN: But you don't have in your Contract
20 now (and it is a different Contract that not many people are
21 familiar with) the same thing that you have in the Eleven Western
22 States Pick-Up and Delivery, which specifically talks about job
23 bidding.

24 MR. ROYSTER: No sir.

25 CHAIRMAN McILVENNAN: It is different. Your section is
26 different than this one.

1 MR. ROYSTER: Yes. But our section here in this book,
2 the '64-'67, is the same wording, word for word, as the '61-'64
3 Contract; and we did file a grievance in '61 on this section,
4 and this is the first case that we have ever had this high up
5 the ladder.

6 CHAIRMAN McILVENNAN: But the language doesn't say "job
7 bidding".

8 MR. DeCOSTA: But if you listen to Freddy the way he was
9 talking, this is the way the language should have been in there;
10 but during the proofreading this is the way it came out.

11 MR. HOFMANN: No no. Wait a minute, Deke.

12 It is the same language as in Local 85's Agreement, "Bidding
13 of equipment", and when we met at the TowneHouse it was a mis-
14 understanding. It was not bidding of equipment. It was bidding
15 on jobs. That is the way they did it over in 85 and we had to
16 take the same thing, because we wanted all the companies in our
17 area to put the equipment up to bid. And that is when the
18 meeting was held. It was not equipment. It was jobs.

19 CHAIRMAN McILVENNAN: Who do you say were present at the
20 meeting in this last one?

21 MR. SLAYBAUGH: Which meeting?

22 CHAIRMAN McILVENNAN: You mentioned a meeting when Hoffa
23 turned to Brundage and they were going over this language.

24 MR. SLAYBAUGH: Mr. Hoffa was present at that one. Mr.
25 Hofmann was present at that one, too.

26 MR. HOFMANN: What is that?

1 CHAIRMAN McILVENNAN: Don Slaybaugh said on this last
2 meeting around a couple of years ago, there was a meeting at the
3 Fairmont that involved Mr. Hoffa, Mr. Brundage and apparently
4 you and Mr. Slaybaugh and other people---

5 MR. SLAYBAUGH: Jack Sweeney.

6 CHAIRMAN McILVENNAN: ---in which this exact question was
7 brought up again: "Does it include job bidding in your Contract?"

8 MR. HOFMANN: The only meeting I had with Mr. Slaybaugh
9 with Mr. Hoffa at the Fairmont Hotel had to do with lumpers. It
10 had to do with lumpers.

11 MR. SLAYBAUGH: He was at the meeting. So was Mr. Brundage,
12 if he is here.

13 CHAIRMAN McILVENNAN: O.K. Any other thing to be brought
14 up here now?

15 MR. SLAYBAUGH: I want to also add that this issue was
16 brought up on December 19th 1961.

17 CHAIRMAN McILVENNAN: Wait a minute. I don't think that
18 they are hearing you, Don.

19 MR. SLAYBAUGH: Oh.

20 This issue was brought up on December 19th 1961 by Local
21 70 filing a grievance on exactly the same thing, only they asked
22 for an interpretation of the "Job seniority in Reassignment",
23 and the grievance committee referred it to the negotiating
24 committee. The negotiating committee met in January of 1962 and
25 came out with this action (and I have this all here that I will
26 be glad to submit):

1 "This applies only to where there is a permanent job
2 opening within the classification if a man in the lower classifica-
3 tion can bid to, providing he is qualified for the higher-paid
4 job. On a temporary situation such as vacation periods and so
5 forth, the Company has the right to assign any man to fill in
6 without having to put the job up for vacation. No employee can
7 bid on a certain piece of equipment. The Company has the right
8 to assign the equipment as its business warrants and to which
9 employees he desires."

10 That came out in January 1962 as an interpretation of this
11 Contract.

12 CHAIRMAN McILVENNAN: Which committee is that?

13 MR. SLAYBAUGH: That was the Joint Council 7 negotiating
14 committee--the original negotiating committee of Union-Employer
15 people.

16 MR. DeCOSTA: But then again, in a meeting among Mr. Cliff
17 Murray and Mr. Philpott and the stewards and myself, Mr. Cliff
18 Murray agreed on a job-bidding situation. We had made up a list
19 of the job bidding situation, and he would not concur in one
20 part of it; and he was agreed and willing to have the job bidding
21 at that time. But on certain parts of this here, there was one
22 part in there that he didn't want; and we had to bring it back
23 to Billy to see about, on this, if we can use this part of that
24 job bidding where he was agreed to have a job bidding. Now you
25 are talking about that.

26 MR. MURRAY: Mr. Chairman, two years ago the Committee in,

1 I think, Case 1320, told the parties, Deke and myself, to go
2 back and try to work out something so that we weren't up here
3 arguing about job bids all the time; to go back and see what we
4 could work out. So we spent many, many hours endeavoring to
5 work out a job bid situation which could be agreeable to both
6 sides at the instruction of the Committee. But this was not
7 because of our interpretation of the Contract that we believed
8 that there was job bidding. Which we do not believe it maintains.

9 We went back and endeavored to work out a solution, but
10 Mr. DeCosta just flatly refused to work anything out.

11 MR. DeCOSTA: That is not so.

12 MR. MURRAY: We spent many, many mornings on the thing.
13 And ultimately he came in and made out a new set of demands,
14 saying: "You stewards can do what you wish, but it is against
15 my advice and I won't have anything to do with it."

16 CHAIRMAN McILVENNAN: Go ahead. I don't want to cut you
17 off.

18 MR. MURRAY: I don't want to throw anything in that is
19 unnecessary, other than to clarify any part of this situation.

20 The Union has asked us repeatedly for job bids. Again I
21 presented this case to our local committee at least a half a
22 dozen times, and about the last four of them Mr. DeCosta has
23 always made his position clear by filing the grievance under
24 job bid and asking for a seniority bid for all job bids, the
25 same thing that he stated today. But at the end he had to add
26 "equipment" into it. I have set that before the committee. It

1 is a matter of the notes of other proceedings. And his statement
2 has always been "Job seniority". "Just write out the word 'equip-
3 ment' and put in 'job' and you will understand it perfectly."

4 So we are getting a little vacillation on this thing now,
5 but we are maintaining that we are operating strictly by these
6 two paragraphs of the Contract.

7 CHAIRMAN McILVENNAN: Any questions by the panel members on
8 either side?

9 Any concluding statements to make?

10 MR. DeCOSTA: The only concluding statement I have got is
11 that we want to put the new jobs, job opening and job creation,
12 up for bid.

13 CHAIRMAN McILVENNAN: Executive session.

14 (Executive session.)

15 MR. FOY: I would like to move you that the claim of the
16 Union be denied.

17 MR. JAMES: Second.

18 MR. FOY: Question.

19 CHAIRMAN McILVENNAN: Let's go! We have a motion that the
20 claim be denied.

21 All those in favor say "Aye".

22 MR. JAMES: Aye.

23 MR. FOY: Aye.

24 CHAIRMAN McILVENNAN: Aye.

25 Those opposed?

26 MR. LATTER: No.

1 MR. KING: No.

2 MR. HOFMANN: No.

3 CHAIRMAN McILVENNAN: O.K. Deadlock.

4 I will entertain a motion for arbitration.

5 MR. JAMES: Move that the subject matter go to arbitration.

6 CHAIRMAN McILVENNAN: Is there a second?

7 MR. FOY: This is LASME. That means that they are not a
8 multi-conference carrier. So that means that they are not
9 subject to the multi-conference grievance procedure.

10 CHAIRMAN McILVENNAN: There is a motion made for arbitra-
11 tion.

12 All those in favor say "Aye".

13 MR. JAMES: Aye.

14 MR. FOY: Aye.

15 CHAIRMAN McILVENNAN: Aye.

16 All those opposed?

17 MR. LATTE: No.

18 MR. KING: No.

19 MR. HOFMANN: No.

20 CHAIRMAN McILVENNAN: It is deadlocked.

21 Bring the parties in.

22 Gentlemen, there was a motion made in this case that the
23 Union claim be denied and that motion was deadlocked.

24 There was a motion made for arbitration and that was dead-
25 locked.

26 MR. DeCOSTA: Thank you.

1 CASE #5-5-1872

MAY 11 1965

2:37 p.m.

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3
4 LOCAL 70, Oakland, California,
5 LOCAL 85, San Francisco, California, and
6 CONSOLIDATED FREIGHTWAYS

7 MAIN COMMITTEE

8 UNION COMMITTEE:

EMPLOYER COMMITTEE:

9 JOSEPH J. DIVINY

R. S. McILVENNAN, Chairman

10 GEORGE KING

ALLAN FOY

11 FULLMER LATTER

PAUL JAMES

12 APPEARANCES:

13 JOE ARINO appeared on behalf of Local 70.

14 JAMES ROURKE, TIM RICHARDSON and TOM O'DONNELL appeared
15 on behalf of Local 85.

16 CHARLES DICKMAN appeared on behalf of the Employer.

17
18
19 CHAIRMAN McILVENNAN: Case #5-5-1872: Local 70, Local 85
20 and Consolidated Freightways.

21 Is C. F. the moving party in this case?

22 MR. DICKMAN: Yes.

23 CHAIRMAN McILVENNAN: Go ahead. Lead off.

24 MR. ROURKE: Mr. Chairman, before you do enter this phase
25 of the problem, Local 85 at this point for the record must
26 object for now and in the future to this case coming directly

1 to the Western Area, bypassing the local level. However, I will
2 have to continue on with this case because I filed under the
3 local level and at that point it deadlocked. But what I am
4 referring to at this moment is: the original filing under the
5 Western Area bypassing our local level under our contractual
6 agreement. This we object to.

7 Consolidated Freightways brought this to this Area under
8 Article 17 of the Master Agreement, which reads: "The Joint
9 Area Committee or the National Grievance Committee and the
10 Employer may by mutual agreement waive the provisions of Local
11 Supplements dealing with pay periods upon a satisfactory showing
12 of necessity by the Employer."

13 However, I refer the Committee, just for the future and on
14 the record, to Page 41 of the Joint Council 7 Local P. & D.
15 Supplemental Agreement, the last paragraph of the preamble,
16 with all the various Local Union numbers mentioned: "This
17 Agreement shall become effective July 1, 1964 and shall prevail
18 over the specific terms of the National Master Freight Agreement
19 only to the extent specifically provided herein."

20 Our argument here is on the change of payday and holdback.
21 It is specifically provided herein under Article 60, Page 78,
22 Section 1: "Pay periods. Friday of each week is to be payday
23 except that if such payday falls on a holiday, the preceding
24 workday shall be payday. Regular employees laid off on Friday
25 are to be paid on Thursday. Casual labor is to be paid when
26 laid off. Under no circumstances may an Employer hold back more

1 than two days' pay from any employee."

2 I believe the language is very explicit and specific.

3 Based upon the opening preamble of the Supplement there
4 is no reason for this or any other specific argument in the
5 future that is covered by verbiage in the Supplemental Agreement
6 to be bypassed and brought here prior to going before Joint
7 Council 7.

8 This portion of my opening at this moment is only for the
9 record for any specific argument in the future. We have a
10 Joint Council 7 grievance procedure and I maintain that the
11 cases must be heard there prior to coming to this level.

12 Thank you.

13 MR. ARINO: Local 70 will concur with Local 85 on that.
14 Also the article on payday in Local 85's Agreement is 60 and
15 ours is 59. Ours states:

16 "The members of the Union shall be paid weekly for their
17 labor. No more than one week's wages shall be withheld. A
18 regular weekly payday shall be established provided that if such
19 payday falls on a paid holiday, the preceding workday shall be
20 payday."

21 Also, Article 60 is entitled "Established Past Practices",
22 and I believe at Consolidated Freightways they have been paying
23 the men on Friday, withholding one week, for the past ten to
24 fifteen years. And I believe the Company will stipulate to that.

25 CHAIRMAN McILVENNAN: All right. We have the Unions'
26 position.

1 The Company?

2 MR. DICKMAN: The Company's position is that under Article
3 17 of the Master Agreement this Committee has the authority to
4 give us relief on present payday practices. We have no dispute
5 with the Union as to what our present paydays are. At present,
6 in Local 70's jurisdiction we have a Sunday-through-Saturday
7 payday and we pay the following Friday. In Local 85's jurisdic-
8 tion we have a Thursday-through-Wednesday payday and we pay the
9 following Friday--a two-day holdback.

10 I would like to refer the Committee to JWC Case #11-4-1698
11 wherein the company petitioned for relief on a pay holdback
12 which involved Locals 357 and 208 in Los Angeles. This case was
13 referred to the National Grievance Committee wherein a decision
14 was rendered that the Company could, with certain provisions to
15 overcome hardships, hold back two weeks' pay.

16 Based on this decision we are asking that the same be given
17 to us in the Bay Area. Our reasons are identical to those
18 presented before this Committee involving the Los Angeles case.

19 CHAIRMAN McILVENNAN: All right. Is the Union familiar
20 with that particular case?

21 MR. ROURKE: Yes, to a certain extent. However, I must
22 elaborate just slightly on the case of Local 208 in Los Angeles.

23 As I have stated here in my opening remarks, the language
24 is specific in Local 85's Supplemental Agreement. Let's read the
25 language of Local 208 that is set forth in its Contract:

26 "All regular and regular extra employees covered by this

1 Agreement shall be paid in full each week. Not more than seven
2 days' pay shall be held on an employee provided, however, that
3 present arrangements shall not be disturbed by this provision
4 except by mutual agreement the Union and the Employer may by
5 mutual agreement provide for semi-monthly pay periods."

6 You see, the language is open for Local 208 whereas Local
7 85's language is specific, is definite and to the point that
8 there shall not be any more than a two-day holdback and Friday
9 shall be payday. And under the last paragraph in the preamble
10 on Page 41, "This Agreement shall become effective July 1, 1964
11 and shall prevail over the specific terms of the National
12 Master Freight Agreement only to the extent specifically provided
13 herein."

14 And we have that provision.

15 CHAIRMAN McILVENNAN: All right. Your position then is that
16 that preamble that you have read takes precedence over Article
17 17 in the Master? That is your position?

18 MR. ROURKE: That is my position.

19 CHAIRMAN McILVENNAN: The Company's position is that Article
20 17 in the Master, which provides for a setup for changing pay
21 periods, is the controlling clause.

22 MR. DICKMAN: Let me inject two things here:

23 1. Local 208 did not agree with us. So the fact that we
24 got the pay holdback was not as a result of agreement with 208.

25 The preamble to the Western States---

26 MR. ROY WILLIAMS: Let me interrupt for just a moment.

1 CHAIRMAN McILVENNAN: Off the record.

2 (Remarks outside the record.)

3 MR. DICKMAN: Here is the Western States Area Supplement
4 to the Master. It reads:

5 "This Pick-Up and Delivery, Local Cartage and Dock Workers
6 Supplemental Agreement is supplemental to and becomes a part of
7 the National Master Freight Agreement hereinafter referred to
8 as the National Agreement for the period commencing July 1,
9 1964, and shall prevail over the specific terms of that Agreement
10 only to the extent specifically provided herein."

11 MR. ROY WILLIAMS: We just now heard Joint Council 7's
12 language pertaining to that exclusively, and the National Master
13 Agreement under the language that is in there cannot take
14 precedence over that particular article in the Contract. It so
15 states that in the article. And regardless of what you did
16 under the National to everybody else in the country, it doesn't
17 apply under Joint Council 7.

18 CHAIRMAN McILVENNAN: I think the issue has been very
19 clearly stated now and all we have to do is to have a ruling.

20 MR. ROY WILLIAMS: I move that we have executive session,
21 Mr. Chairman.

22 (Executive session.)

23 MR. KING: I move that the petition of the Company be
24 denied.

25 MR. SHEPHERD: Second.

26 CHAIRMAN McILVENNAN: All those in favor say "Aye".

1 Opposed? Carried.

2 Bring the parties in, please.

3 Motion made, seconded and carried that the Company's
4 petition be denied.

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MINUTES OF MEETING MAY 1965

JOINT WESTERN AREA COMMITTEE

Case # Local 70, Oakland, California, and
5-5-1881 Paxton Trucking Company

Joint Union claims that all men in a "rigging crew" should be receiving
Council 7 winch rate of pay, claiming this has been company's past
Dispute practice.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1882 Paxton Trucking Company

Joint Union claims company established past practice from 1960 to
Council 7 October, 1964, in paying additional 50 cents for driving a
Dispute truck and tractor with a winch.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1883 Ringsby

Joint On February 2, 1965, at 8:45 a.m., Stewart Drayage picked up
Council 7 trailer 9-471 at Oakland terminal of Ringsby and went to Colgate,
Dispute loaded 43,000 lbs. of freight for Jacksonville, Indiana, returned
trailer to yard at 6:00 p.m. All Local 70 jurisdiction.
Union requests days pay for a man laid off that day.

DISPOSITION: (Main Committee - Transcript Page 117 - 5/11/65)
Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1884 Robertson Drayage

Joint A Local 85 man is driving - bobtail, license #32 276 and has
Council 7 been doing dock work by virtue of picking up his freight, putting
Dispute it on his hand truck and loading his own truck. Since this work
is identical to that performed by Local 70 employees, he should
have had a Local 70 man obtain his merchandise or freight for
him.

DECISION: (Main Committee - Transcript Page 547 - 5/14/65)
M/m/s/c/ that the area that has been agreed upon for the interlining carriers,
that the company instruct the interlining carriers that is the only area they
can use.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1885 Sterling Transit

Joint Cliff Talbot claims sick leave pay on a holiday, for which he
Council 7 was paid holiday pay.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)

M/m/s/c/ that the claim of the Union be upheld, with the understanding that they
only pay six days sick leave anyway and that if on the 4th of July the Company
can show absenteeism because of the fact of these guys laying off on a
Wednesday, knowing that they are going to get double time on a holiday, then
this Company is going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1876 and 5-5-1875.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1886 Transcon Lines

Joint Union wants Company to install heaters, and defrosters. Company
Council 7 claims they are not needed in this area.
Dispute

DISPOSITION: Postponed.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1887 Transcon Lines

Joint Regular employee left work ill at noon. The next morning, he
Council 7 reported to work but was refused work for that day. Filing
Dispute requests a day's pay.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1888 Transcon Lines

Joint The Company will only let ten percent of the men go on vacation
Council 7 at any shift. This means only three men at a time go on
Dispute vacation. There has always been more than three men on
vacation at one time for the last six years.

DISPOSITION: (Main Committee - Transcript Page 231 - 5/12/65)
Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1889 Consolidated Freightways, Inc.

Joint Jesse Tolefree was dispatched on April 6, 1965, for dock
Council 7 employment at Transcon for 6:00 p.m. Employer, foreman,
Dispute agent, supervisor, refused to employ Jesse Tolefree or pay
for the night's wages.

NOTE: The decision in Case #5-5-1879 applies.

* * * * *

Case # Local 70, Oakland, California, and
2-5-1831 O.N.C.

Joint Telles claims 1 1/2 pay for shift in which he pulled van to
Council 7 pig ramp.
Dispute

DECISION: (Main Committee - Transcript Page 389 - 5/13/65)
M/m/s/c/ that the position of the Union be upheld.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1872 Consolidated Freightways

Joint Consolidated Freightways is herewith petitioning the Joint Area
Council 7 Grievance Committee for relief from the present pay practices
Dispute now in effect at our San Leandro terminal and our San Francisco
 terminal, as well as our Clark-Farnsworth San Francisco
 terminal.

DECISION: (Main Committee - Transcript Page 134 - 5/11/65)
M/m/s/c/ that the petition of the Company be denied.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1873 Garrett Freightlines

Joint Eason's anniversary date is September 24th. Union claims
Council 7 in 1964 he took vacation with pay prior to his anniversary date;
Dispute that now the man has accrued 5 days and although the Company
 will allow the time off, they will not pay until his anniversary
 date.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1874 Garrett Freightlines

Joint Union claims Garrett is requiring his applicants and employees
Council 7 to take aptitude tests at C.T.A. Driver Testing Center contrary
Dispute to the contract.

DECISION: (Main Committee - Transcript Page 147 - 5/11/65)
M/m/s/c/ that the two tests, the test dealing with aptitude and the test deal-
ing with the psychological business, are going to be suspended, and they are
going to be suspended until this committee has had a chance factually to look
at them, and this committee is going to consist of some members of C.T.A.
people on one side and whoever the Western Conference selects to go with them.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1875 Garrett Freightlines, Inc.

Joint Union claims sick leave pay for Christmas Day in addition to
Council 7 holiday pay.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)

Case #
5-5-1875

CONTINUED

DECISION:

M/m/s/c/ that the claim of the Union be upheld, with the understanding that they only pay six days sick leave anyway and that if on the 4th of July the Company can show absenteeism because of the fact of these guys laying off on a Wednesday, knowing that they are going to get double time on a holiday, then this Company is going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1876 and 5-5-1885.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1876 Los Angeles-Seattle Motor Express

Joint Union claims sick leave pay in addition to holiday pay for
Council 7 illness claimed on January 1, 1965.
Dispute

DECISION: (Main Committee - Transcript Page 160. - 5/11/65)

M/m/s/c/ that the claim of the Union be upheld, with the understanding that they only pay six days sick leave anyway and that if on the 4th of July the Company can show absenteeism because of the fact of these guys laying off on a Wednesday, knowing that they are going to get double time on a holiday, then this Company is going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1875 and 5-5-1885

* * * * *

Case # Local 70, Oakland, California, and
5-5-1877 Los Angeles-Seattle Motor Express

Joint Claims all companies in 70 jurisdiction are letting jobs (reoutes)
Council 7 up for bid. Claims company doesn't practice either equipment
Dispute bidding or job bidding. Claims job bidding synonymous with
 equipment bidding and allowable under contract.

DECISION: (Main Committee - Transcript Page 168 - 5/11/65)

M/m/s/c/ and deadlocked that the claim of the Union be denied.

M/m/s/c/ and did not receive a majority vote "that this case go to arbitration".

* * * * *

Case # Local 70, Oakland, California, and
5-5-1878 Navajo Freight Lines.

Joint When a route became open permanently as the result of a discharge,
Council 7 the company assigned a man to fill the vacancy. Union claims
Dispute vacancy should be bid.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1879 Pacific Intermountain Express

Joint Union fee's that Tollfree should have been permitted to work as
Council 7 dispatched from Hiring Hall on September 25, October 2nd, and
Dispute October 4, 1964.

DECISION: (Main Committee - Transcript Page 232 - 5/12/65)
M/m/s/c/ that this case and cases pertaining to this case be referred back
to the Hiring Hall Committee for adjudication. In the event that they don't
hear them, that this committee will hold jurisdiction and then hear them,
and that rules of procedure governing the committee action of the Hiring Hall
be reduced to writing.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1880 Paxton Trucking Company

Joint Union claims Company used leased truck on December 1, 1964
Council 7 to unload empty reels at General Cable in Emeryville, while
Dispute Local 70 men laid off.

DISPOSITION: (Main Committee - Transcript Page 125 - 5/11/65)
Settled and Withdrawn.

* * * * *

Copies to all B.A.'s, Fishermen & Daily 5-3-65 CP

JOINT WESTERN AREA COMMITTEE

May 10, 11, 12, 13 and 14, 1965

SIR FRANCIS DRAKE HOTEL

Monterey Room - 2 P.M. Monday (5-10-65)

KAUFMAN

O.N.C.
Robertson

ARINO

Consolidated Garrett
Transcon
Sterling

PREITAS

P.I.E.

DE COSTA

L.A.S.M.E.
Navajo
Ringsby

MUNIZ

Paxton

- LD 1677 - PAXTON - Rigging crew should be receiving winch pay = 5-5-1881
LD 1678 - PAXTON - Past practice .5% add'l driving tractor with winch = 5-5-1882
LD 1710-11) - RINGSBY - Article 48 (leasing & Indep. Contractors) = 5-5-1883
LD 1811 - ROBERTSON - Local 85 man doing 70 work = 5-5-1884
LD 1659 - STERLING - Cliff Talbo (Sick Day) = 5-5-1885
LD 1656 - TRANSCON - Heaters & refroaters = 5-5-1886
LD 1788 - TRANSCON - Article 30 (refused Hernandez work) = 5-5-1887
LD 1805 - TRANSCON - 10% allowed vacation at one time = 5-5-1888
LD 1809 - TRANSCON - Tolefre refused employment 4-6-65 = 5-5-1889
LD 1539 - O.N.C. - Telles = 2-5-1831
None - CON. FR. WAY - Pay Day = 5-5-1872
LD 1780 - GARRETT - Eason = 5-5-1873
LD 1799 - GARRETT - Protsting C.F.A. aptitude test = 5-5-1874
LD 1657 - GARRETT - Sick Leave for Heureux = 5-5-1875
LD 1705 - L.A.S.M.E. - Sick pay for New Year's = 5-5-1876
LD 1773 - L.A.S.M.E. - Bidding = 5-5-1877
LD 1653 - NAVAJO - Bidding = 5-5-1878
LD 1753,54 - P.I.E. - Tolefree (Article II-Hiring Hall) 9/25, 10/2, 10/4 =
(also to apply to LD 1741, 55, 66, 65, 89, 91, 92, 93, 94,
95 & 96) = 5-5-1879
LD 1669 - PAXTON - leased truck unloaded at Gen'l. Cable while Local 70 man
off (also to apply to LD 1670, 71, 72, 73, 74, 75 and 76) =
5-5-1880

*Lady's Choice
Shippers Express
Western Truck*

*Hiring Hall Cases
refiled with H H Comm.
per JWA C. 5-13-65*

Copies of ea. B. A. individual case
given to each involved.

MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

May 10, 11, 12, 13, 14, 1965

SIR FRANCIS DRAKE HOTEL

SAN FRANCISCO - CALIFORNIA

* * * * *

The Joint Western Area Committee convened at 2:00 p.m., Monday, May 10, 1965, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of February 8, 9, 10, 11, 12, 1965, were approved as previously distributed.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The May, 1965 Agenda was approved as revised.
4. The previously appointed committees remain the same.
5. The proposed Rules of Procedure were referred to the original committee.
6. The Full Committee Meeting adjourned at 3:20 p.m.

TK page 26

JA 30

BF "

BF "

BF "

ED JWAC Minutes 31

ED May 10, 11, 12, 13, & 14, 1965

EP 31

BF 31 HH

JM 32

JM "

JM "

ED TK 33

(over) JM 33

ONC - Telles - Union won

CFW - (70+85) - Union won

Barrett - Eason - settled & wd

Garrett - aptitude test - suspended in committee can look into it

Garrett - sick leave - Union up

LASME - sick leave - Union upheld

LASME - Bedding - des?

Navajo - Biol. - settled & wd

PQE - Tolofree - to HH Committee

Payton - lease trucks - settled & wd

Payton - Rigging crew - settled & wd

Payton - 504 add'l truck tract. - settled & wd

Ringsby - pay for man laid off - settled & wd

Robertson - interview carriers - refer to minutes

Sterling - tellot sick pay - Union upheld

JA pg. 33 - Transcon - Heaters & Defrosters - postponed
 JA - " - Transcon - left job sick (pay) settled & wd
 JA - " - Transcon - 10% allowed on vacation - settled & wd
 JA - " #H - Transcon - Colefree - Back to H. H.
 J Marshall 4/8 - E. B. Drayage - est. of seniority - settled & wd
 J Mu 50 - Shippers - Ed Goguen discharge - to JC 7 Comm
 J Mu 51 - Western Gillette - Closing of trenches - settled & wd
 J Mu - " - Art 51 - 55 - 59 - Lady's Choice - to JC 7 Comm

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express
8-4-1453
Local 81

We are requesting a clarification for George M. Gordon, Portland, P.I.E. line driver, and a statement from the Change of Operations Committee in regards to his attached request to the committee to delete from the decision J.W.C., Case #8-4-1453 the wording, "Senior bid Men", and replace it with "Senior Men."

DECISION: (Change of Operations Committee - Transcript Page 253 - 5/13/65) M/m/s/c that based on the facts of the operational change as set forth in the transcript of the previous hearing, and as clarified by the statements of the Company representative and driver Gordon on his own behalf, that the request of Mr. Gordon contained in his letter on file with this committee be denied, and that the previous decision of the committee in this case made August 12, 1964, is confirmed, and that the Company has complied in full with that decision.

* * * * *

Case # The Ringsby System
8-4-1577
Locals 81, 468.

It is our desire to change the presently established breaking point on our Oakland/Portland Division run from Medford, Oregon, to Yreka, California.

DISPOSITION: Withdrawn.

* * * * *

Case # United Buckingham Freightlines
11-4-1666
Local 483

Request for clarification of Change of Operation decision.

DISPOSITION: Postponed.

* * * * *

JWAC Minutes
May 10, 11, 12, 13, 14
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Pacific Intermountain Express
2-5-1721
Local 180

DISPATCH RULES COVERING: Kansas City & St. Louis "Thru"
Operations to Los Angeles, via Alamosa and Los Angeles "Thru"
Operation to Kansas City & St. Louis, via Alamosa.

DECISION: (Change of Operations Committee - Transcript Page 9 - 5/11/65)
It is the Chair's understanding that with the typographical change as noted, the dispatch rules as they appear in the agenda will be operative, and that if there are any future disagreements between the Company and the Union, the Labor Agreement in effect at the domicile of the team involved will control. Further, if there are any disputes in the future between the Company and the Union as to the items covered in sub-paragraphs (a), (b), and (c) of Paragraph 2, and Paragraph 4, that the Labor Agreement in effect at the domicile of the team involved will control.

* * * * *

Case # Pacific Intermountain Express
5-5-1835

Locals: 41, 81, 150, 180, 137, 222, 439, 468, 533, 544, 554,
690, 741, 600, 710, 961, 224.

1. Establish additional "thru" sleeper cab operations between Los Angeles, Oakland, Portland, Seattle and Salt Lake City, on the one hand; and Minneapolis - St. Paul, Chicago, Omaha, Kansas City and St. Louis, on the other; running to any point on a "thru" basis, with service to intermediate terminals.
2. The present break-points of Alamosa, Colorado; Denver, Colorado and Rawlins, Wyoming will be retained and utilized at the option of the company. Add Billings, Montana as an additional breakpoint.
3. Establish a "slip-seat" operation at home domicile points throughout the entire P-I-E system.

DECISION: (Change of Operations Committee - Transcript Page 127 - 5/12/65).
M/m/s/ and deadlocked that the Change of Operations change be denied.
NOTE: See Main Committee for final disposition.

Case # United Buckingham Freightlines
5-5-1836

Local 45.

PROPOSED CHANGE OF OPERATION: United Buckingham has now taken freight destined for Alberta, namely Lethbridge, Medicine Hat, Calgary, Red Deer and Edmonton, and routed that portion through their Great Falls, Montana terminal.

DISPOSITION: Withdrawn.

* * * * *

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Pierce Freight Lines
5-5-1837 Division of Valley Copperstate System

Locals: 57, 81, 150, 324, 911, 962.

1. The Company proposes to lessen the number of relay schedules - which presently are bid on divisions between Portland, Oregon, and Sacramento, California - by converting one of those schedules to sleeper-cab operations.
2. The Company proposes to augment the sleeper-cab equipment, which presently is operating out of Portland, Oregon, and to utilize Portland-based, sleeper-cab equipment and drivers on schedules between Portland and Sacramento, and between Sacramento and Portland.

DECISION: (Change of Operations Committee - Transcript Page 60 - 5/12/65)
M/m/s/c that the Company's request to eliminate one single man relay schedule between Portland and Sacramento and to substitute sleeper-cab operations between those two points be approved, to be effective not earlier than June 15, 1965; provided that such substituted sleeper-cab operation be subject to the same restrictions as the Company's existing sleeper-cab operations. The four drivers (three at Medford and one at Sacramento) who are presently bid or assigned on the eliminated relay operation shall be entitled to super seniority on the substituted sleeper-cab operation under the provisions of Article 5, Section 6 (e) of the National Master Freight Agreement, but in the event any of those four men elect not to move, then the displaced drivers shall be offered employment at Portland under the provisions of Article 5, Section 6 (b) 2.

* * * * *

Case # The Santa Fe Trail Transportation Company
5-5-1838

Locals: 224, 104

The Santa Fe Trail Transportation Company is desirous of changing its present operation of one schedule per day from Los Angeles, California to Flagstaff, Arizona and its operation of its schedule from Wickenburg, Arizona to Ash Fork, Arizona and return.

DECISION: (Change of Operations Committee - Transcript Page 3 - 5/11/65).
M/m/s/c that in Case #5-5-1835 the committee retain jurisdiction and the parties meet and try to settle any misunderstandings.

* * * * *

JWAC Minutes
May 10, 11, 12, 13, & 14,
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # California Motor Express, Ltd.

5-5-1839

Locals: 150, 386

Our present operation has seven line drivers domiciled in Sacramento. With this change, six will remain. One will be transferred under the contractual terms to Modesto to handle turnaround operations.

DECISION: (Change of Operations Committee - Transcript Page 23 - 5/11/65) M/m/s/c that in Case #5-5-1839, the change be granted, and that the job opening at Modesto be offered to the Sacramento-domiciled line drivers on the basis of their terminal seniority at Sacramento. In case no one elects to exercise their seniority on this bid, the junior driver in Sacramento, based upon Sacramento terminal seniority, will be forced to move with the run or go on layoff status; this to be effected no sooner than June 15th.

* * * * *

Case # Pacific Intermountain Express Co.

5-5-1840

Locals: 224, 208, 357, 871.

Company proposes to deliver freight directly from Los Angeles to Pomona area with Los Angeles based men.

DECISION: (Change of Operations Committee - Transcript Page 35 - 5/12/65) M/m/s/c that the operational change proposed by the Company be approved as clarified on the record. One of the items being so clarified is that after the change is put into effect, the Company will not operate a dock in Pomona; that the displaced employees at Pomona be offered employment at the Company's Los Angeles terminal, in accordance with the provisions of Article 5, Section 6 (b) 2 of the National Master Freight Agreement; and that the proposed change be put into effect not earlier than June 1, 1965.

* * * * *

Case # Federal Refrigerated Transportation Company

5-5-1841

Locals: 224, 287, 386.

Effective on or before March 1, 1965, subject to availability of freight, we will break two trucks at San Jose, and one truck at Modesto, California.

DECISION: (Change of Operations Committee - Transcript Page 2 - 5/11/65) M/m/s/c that the Rules of Procedure of the Change of Operations have been complied with and the approved change is made a matter of record.

* * * * *

JWAC Minutes
May 10, 11, 12, 13, & 14,
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Texas-Arizona Motor Freight, Inc.
5-5-1842

Locals: 310, 941

The request change of this operation is to operate this schedule from El Paso, Texas to Bisbee, Arizona on a through basis with the drivers laying over in Bisbee and returning back to El Paso.

DECISION: (Change of Operations Committee - Transcript Page 105 - 5/12/65) M/m/s/c that the operational change requested by the company be approved as filed, and that the seniority of the displaced drivers be determined in accordance with the provisions of Article 5, Section 6 (e) of the National Master Freight Agreement.

* * * * *

Case # Pierce Freight
5-5-1843

Local 468

Union maintains Pierce is not paying the established miles over a route that they have paid in the past.

NOTE: Referred to Main Committee.

* * * * *

Case # United Buckingham Freight Lines
5-5-1844

Locals: 690, 741

Company proposes to redomicile 15 drivers and 15 tractors from Seattle to Spokane, Washington to operate from Spokane to all points in Washington except Hoquim, Olympia, Mount Vernon, Bellingham and Blaine, Washington.

DISPOSITION: Withdrawn.

* * * * *

Case # Los Angeles-Seattle Motor Express
5-5-1845 Labor Relations Division

Local: 741

Change of Operations 11-4-1607 did not permit LASME to dispatch singlemen "divisions" from Oakland with Seattle destined loads when Seattle sleeper teams were available.

(continued on Page 6)

JWAC Minutes
May 10, 11, 12, 13, & 14,
1965

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case #
5-5-1845

(continued)

DECISION: (Change of Operations Committee - Transcript Page 11 - 5/11/65)
M/m/s/c that there is nothing in the decision of this committee in Case 11-4-1607 which prevents the Company from dispatching its Oakland-based bid relay men with Seattle-destined freight northbound to Portland ahead of Seattle-based sleeper teams on lay at Oakland; and that under the facts as stated by the parties, the Company is not in violation of this Committee's decision in that case.

* * * * *

Case # Consolidated Freightways
5-5-1846

Local: 961

At the present time, we are operating between Scottsbluff, Nebraska and Denver, Colorado. This operation is functioning on the basis of one man living in Scottsbluff, Nebraska and running a turnaround run between Scottsbluff, Nebraska and Cheyenne, Wyoming. We also have a turnaround run operating between Denver, Colorado and Cheyenne, Wyoming that meets the turnaround run from Scottsbluff, Nebraska. It is the Company's intention to do away with both of these turnaround runs.

DISPOSITION: (Change of Operations Committee - Transcript Page 110-5/12/65)
It was requested by the parties involved that the committee retain jurisdiction of this case until the August, 1965 meeting.

* * * * *

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Pacific Motor Trucking Company

5-5-1961

Local 468

By agreement between Pacific Motor Trucking Company and Teamsters Local No. 468, the present short line run from Oakland to Santa Rosa and return, with other duties as assigned, will be discontinued and be replaced with a new run from Oakland to San Rafael, Vallejo, and return, with other duties as assigned, effective May 10, 1965.

DECISION: (Change of Operations Committee - Transcript Page 7 - 5/11/65)
The present short line run from Oakland to Santa Rosa and return, with other duties assigned, will be discontinued and be replaced with a new run from Oakland to San Rafael, Vallejo and return, with other duties assigned, effective May 10/65.

* * * * *

Case # Watson-Wilson Transportation System

5-5-1963

Locals: 104, 180, 224, 468.

We propose to eliminate sleeper operations and replace with relay operations. Drivers will be domiciled at Oakland, Los Angeles, Phoenix, Barstow, Flagstaff and Amarillo.

DECISION: (Change of Operations Committee - Transcript Page 267 - 5/13/65)
M/m/s/c that the operational change be approved as filed and clarified on the record, with the following provisos:

1. If in the future the Company activates new terminals, such as Fresno, Bakersfield, San Diego, Tuscon, or any other points not named in the instant case, and the manning of such new point involves the transfer of drivers employed at or power equipment domiciled at operating terminals, the Company must first comply with the appropriate provisions of the Agreement.
2. The manner in which the drivers shall man the available jobs in the changed operation shall be determined by the applicable articles of the Agreement, as follows:
 - (a) The remaining available jobs at the Company's presently operated terminals shall be filled by the jobs being first offered to the drivers having seniority in that terminal, taking into consideration all the applicable rules of both the Agreement and prior changes of operations granted to the Company.

(continued on Page 8)

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

* * * * *

Case # Watson-Wilson Transportation System
5-5-1963

Locals: 104, 180, 224, 468.

(continued)

DECISION: (continued)

(b) Drivers who are without jobs at their home terminal, either by not having enough terminal seniority at that terminal to hold a job there, or by not exercising their seniority on such jobs, shall be integrated into a common pool of drivers, Company seniority being the determining factor, and all remaining jobs in the entire area shall be offered to this pool of drivers and the jobs shall be awarded to the senior drivers making application for same.

(c) Drivers electing to not exercise their seniority on any of the available jobs or who do not have enough seniority to obtain any of the available jobs, shall be placed on layoff status at their home terminal and shall have first choice at any available jobs that may come open at said driver's home terminal.

(d) Job openings occurring at any new terminal in the area activated after this change of operations has been put into effect shall be offered first to the unemployed drivers remaining in the above-mentioned pool of drivers outlined in sub-paragraph (b) above, and shall be awarded on a Company seniority basis.

3. This approval is subject to approval of the eastern portion of the proposed change by the appropriate Central States Committee and shall be placed into effect not earlier than the effective date of the Central States approval.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
11-4-1621 Consolidated Freightways

P & D Local 190 requests that this Company bid a hostler position.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
2-5-1726 Consolidated Freightways, Inc.

P & D This claim filed on behalf of Hodges, Lucero, Hansen, and
Dispute Garrimone, because of the company shipping out pickup and
delivery equipment to other terminals and letting this work out
to people not in the bargaining unit.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
2-5-1728 Santa Fe Trail Transportation Co.

P & D Employees Raymond Koch and George Lennick claim loss of
Dispute pay in the amount of \$72.06 for Koch and \$38.70 for Lennick,
because Company violated the piggyback crew provisions of the
Pick-Up and Delivery Supplement.

DECISION: (Committee for Local Operations - Transcript Page 2 - 5/11/65)
M/m/s/c that in this case if two power units were being used to load or unload
on different tracks and these tracks could be worked from the same catwalk,
then the Union claim is denied. If the tracks being used in this case by two power
units had to be worked other than from one common catwalk, the claim of the
Union is upheld.

NOTE: This decision was protested by Local 17 to the Main Committee. See Main
Committee.

* * * * *

Case # Local 357, Los Angeles, California, and
2-5-1744 Transcon Lines

P & D R. P. Freeney claims 6 1/2 hours pay, in the amount of \$31.98
Dispute for violation of his seniority on the following dates: 8/28/64,
8/31/64, and 9/16/64.

DISPOSITION: Settled and Withdrawn.

* * * * *

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 150, Sacramento, California, and
2-5-1816 California Motor Express

P & D Company refuses to post regular runs and positions for bid.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-5-1817 I. M. L. Freightlines

P & D Sunday, September 6, 1964, John Harman and Joe Romero
Dispute runaround me (Richard Paul Dille) to Ogden.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1847 Burlington Truck Lines.

P & D Jess E. Lange claims \$12.48 for over-time worked
Dispute Saturday, January 2, 1965, because his bid is Monday through
Friday.

DECISION: (Committee for Local Operations - Transcript Page 65 - 5/12/65)
M/m/s/c/ that due to the fact that the Main Committee has rendered a previous
decision on the subject matter of Case #5-5-1847 and Case #5-5-1848 in prior
Case #8-4-1466 we hereby refer these cases to the Main Committee for hearing.

NOTE: See Main Committee for final disposition.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1848 Burlington Truck Lines

P & D David Brungardt claims his seniority was violated January 2/65
Dispute when the company called Jess Lange, a 20% to work. Saturday
a premium day.

DECISION: (Committee for Local Operations - Transcript Page 65 - 5/12/65)
M/m/s/c/ that due to the fact that the Main Committee has rendered a previous
decision on the subject matter of Case #5-5-1847 and Case #5-5-1848 in prior
Case #8-4-1466, we hereby refer these cases to the Main Committee for hearing.

NOTE: See Main Committee for final disposition.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-5-1849 Burlington Truck Lines

P & D David Brungardt claims on Friday, January 15, 1965, Burlington
Dispute Truck Line dispatched a road driver, Mr. Ridgeway from Casper,
Wyoming to Brighton, Colorado. This is Local #17 jurisdiction.

DECISION: (Committee for Local Operations - Transcript Page 84 - 5/12/65)
M/m/s/c/ that based on the facts presented in this particular case, I move that
Brungardt be paid two hours pay at the straight time rate of pay.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1850 Denver-Chicago Trucking Co., Inc.

P & D Employees Joseph Quintana, Ronald Strachen, Leo O'Brien,
Dispute Buford Templeton, Paul Crespín and Gen Bernath, each claim
they were receiving a personalized rate of pay until about
December 10, 1964, when they had their hourly rate reduced
from \$3.12 to \$3.02 per hour.

DECISION: (Committee for Local Operations - Transcript Page 139 - 5/13/65)
M/m/s/c/ to accept the following stipulated agreement: The parties have
agreed that up to the date when the company rebid all of the jobs on the dock, that
the company will pick up a 10 cent differential for the men involved in this
grievance, and as of the new bid the personalized rates will be washed out.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1851 Denver-Chicago Trucking Co., Inc.

P & D Employees Darold A. Rasher, John Rossi, and Phillip Jacobs,
Dispute each claim a pay loss of \$18.72 on February 17, 1965, by the
Company using casuals when the above employees were available
for overtime.

DECISION: (Committee for Local Operations - Transcript Page 198 - 5/13/65)
M/m/s/c/ that based on the facts presented in this case, the claims of Rasher,
Rossi, and Jacobs be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1852 Consolidated Freightways, Inc.

P & D On January 19, 1965, the Company called Myers to work,
Dispute by-passing Peel. Myers worked 3 days in January and Peel
only worked 2. The Union contends that both men have the
same qualifications, therefore, the Union is claiming runaround
pay for Maxwell Peel for January 19th.

DECISION: (Committee for Local Operations - Transcript Page 150 - 5/13/65)
M/m/s/c/ that based on the facts presented in this case, the claim of the
Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1853 McCracken Brothers Motor Freight

P & D The Union is claiming five days pay for Local 81 employee
Dispute Hinkle for the period he was laid off; December 7, 1964, to
January 4, 1965, for work that was performed by a Local 255
employee Husson. Also, the Union is asking for pay for three
holidays; December 24th, Christmas Day, and New Years Day.

DECISION: (Committee for Local Operations - Transcript Page 182 - 5/13/65)
M/m/s/c/ that based on the facts presented in this case, Hinkle be paid four
eight hour days at his straight time rate in full settlement of this case.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1854 Silver Eagle Company

P & D Local Union No. 81 is claiming that Silver Eagle Company is
Dispute in violation of Article 45 of the Pick-Up and Delivery, Local
Cartage and Dock Workers Supplemental Agreement by refusing
to pay medical expenses incurred by employee Norman Gouveia.

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 190, Billings, Montana, and
5-5-1855 United Buckingham Freight Lines

P & D Local 190 requests nine (9) hours pay at over-time rate for
Dispute Paul P. Reichert for work performed on Sunday, December
27, 1964.

DECISION: (Committee for Local Operations - Transcript Page 125 - 5/12/65)
M/m/s/c/ that the claim of Paul Reichert be allowed.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1856 Exley Express

P & D On December 7, 1964, this member was released from duty
Dispute when there was more work to be done, which is local work. The
Company later sent Line drivers out of Portland, Oregon, from
L. A. dock to harbor to pick up trailers to head North.

DECISION: (Committee for Local Operations - Transcript Page 168 - 5/13/65)
M/m/s/c/ that the money claim of the Union be denied.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1857 Milne Truck Lines

P & D The Company sent Thompson to the Drivers Testing Center
Dispute and they also released him for work, however, the Company
refused to put him to work.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1858 O.N.C. Motor Freight System

P & D Company refuses to bid jobs correctly and according to
Dispute qualifications.

DECISION: (Committee for Local Operations - Transcript Page 20 - 5/11/65)
M/m/s/c/ that any restrictions imposed upon the men for bidding purposes
other than license qualifications be forbidden, and the Company is obligated to
familiarize employees bidding to the harbor or other areas where any other
knowledge is necessary to handle those positions. And all positions shall be
rebid in accordance with this motion.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1859 Los Angeles-Seattle Motor Express

Request
for In view of an obvious mathematical error contained in
Clarifica- Case #11-4-1628, Local Union 357 respectfully requests a
tion clarification of the decision rendered in this case.

DECISION: (Committee for Local Operations - Transcript Page 160 - 5/13/65)
M/m/s/c/ that as a result of a mathematical error in Case #11-4-1628, in
connection with the personalized rate of pay for Chriswan, Montelango and
Hernandez, the Company be directed to pay one-half cent per hour increase with
the first full pay period following May 13, 1965.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1860 O.N.C. Motor Freight System

P & D Complaint by Alexandria: "On 11-16-64, I was laid off because
Dispute of lack of work. The Company used casuals on the 17th and
20th of November, therefore, in agreement with the contract,
I am asking for two days pay, as the senior man laid off as per
contract.

DECISION: (Committee for Local Operations - Transcript Page 42 - 5/11/65)
M/m/s/c/ that this case be remanded to the Main Committee as the Committee
feels there is an interpretive question involved.

NOTE: See Main Committee for final disposition.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1861 Transcon Lines

P & D Complaint by Crocker: "I was sent home after working 4 hours
Dispute and Company kept bird-doggers for 8 hours.

Complaint by Cunningham: "I was sent home after working four
(4) hours and the Company kept bird-doggers on for eight (8) hours.

DISPOSITION: Settled and Withdrawn.

* * * * *

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 448, Missoula, Montana, and
5-5-1862 Northern Pacific Transport Co.

P & D Request for night shift differential of 10¢ per hour for
Dispute Northern Pacific employee, Fred Wilkerson.

DECISION: (Committee for Local Operations - Transcript Page 133 - 5/12/65)
M/m/s/c/ that due to the confusing conditions and facts involved in this case
the position of the Union be upheld, and hereafter the principle as outlined in
JWC Case #1-79 be applied to all new employees.

* * * * *

Case # Local 483, Boise, Idaho, and
5-5-1863 Pacific Intermountain Express

P & D The Union claims that Sturgis should have been dispatched on
Dispute the run since he was the senior man.

DECISION: (Committee for Local Operations - Transcript Page 57 - 5/11/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1864 Oregon-Nevada-California Fast Freight

P & D On the day in question, Victor Carlson, a qualified man, was
Dispute passed over in favor of a junior man, even though Carlson had
signed the premium day sign-up sheet.

DECISION: (Committee for Local Operations - Transcript Page 117 - 5/12/65)
M/m/s/c/ that the claim of the Union be denied.

NOTE: The above decision was protested to the Main Committee. See Main
Committee for final disposition.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1865 Sea Land Service, Inc.

P & D This case concerns junior employees being assigned to unload
Dispute beer from rail cars at the Company terminal.

DECISION: (Committee for Local Operations - Transcript Page 94 - 5/12/65)
M/m/s/c/ that based on the specific facts presented in this case, the claim
of the Union be upheld.

* * * * *

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-326) RICHARD BERENS, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways. Request is for a period of ninety (90) days, effective March 1, 1965, for the purpose of assuming the duties of Sales Representative on a trial basis.

DECISION: (Sub-Committee - Transcript Page 205 - 5/13/65) Request Approved.

(L-327) CLARENCE GATFIELD, member of Local 208, Los Angeles, California. Employee of States Warehouses, Inc. Request is for a period of thirty (30) days, effective January 21, 1965, for the purpose of an opportunity to become part of the Management group for States Warehouses, Inc.

DECISION: (Sub-Committee - Transcript Page 206 - 5/13/65) Request Approved.

(L-328) DELMA EUGENE GUTHRIE, member of Local 208, Los Angeles, California. Employee of I. C. X. (Illinois - California Express). Request is for a period of ninety (90) days, effective March 2, 1965, for the purpose of trying out as a Solicitor for I. C. X.

DECISION: (Sub-Committee - Transcript Page 207 - 5/13/65) Request Approved.

(L-329) DANNY MARTENEZ, member of Local 208, Los Angeles, California. Employee of Texas-Arizona Motor Freight, Inc. Request is for a period of ninety (90) days, effective February 4, 1965, for the purpose of Supervision.

DECISION: (Sub-Committee - Transcript Page 208 - 5/13/65) Request Approved.

(L-330) Q. G. PETERSON, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of thirty (30) days, effective February 20, 1965, for the purpose of providing relief coverage during vacation period for linehaul dispatch clerk.

DECISION: (Sub-Committee - Transcript Page 209 - 5/13/65) Request Approved.

(L-331) ROY J. WITT, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways, Inc. Request is for a period of ninety (90) days, effective March 1, 1965, for the purpose of Assistant Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 210 - 5/13/65) Request Approved.

(L-332) DALE NICHOLS, member of Local 741, Seattle, Washington. Employee of O. N. C. Motor Freight System. Request is for a period of ninety (90) days, effective March 22, 1965, for the purpose of taking a Supervisor's position at the Seattle terminal.

DECISION: (Sub-Committee - Transcript Page 211 - 5/13/65) Request Approved.

* * * * *

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-333) GERALD L. NICHOLS, member of Local 208, Los Angeles, California. Employee of Transport Cartage and Distributing Co. Request is for a period of thirty (30) days, effective March 15, 1965, for the purpose of taking a non-covered position with the company.

DECISION: (Sub-Committee - Transcript Page 212 - 5/13/65) Request Approved.

(L-334) HAROLD SELESKY, member of Local 224, Los Angeles, California. Employee of Arizona Pacific Tank Lines. Request is for a period of ninety (90) days, effective February 1, 1965, for the purpose of performing non-covered occupational duties.

DECISION: (Sub-Committee - Transcript Page 213 - 5/13/65) Request Approved.

(L-335) JOSEPH ROLAND FALLABEL, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of ninety (90) days, effective March 15, 1965, for the purpose of a non-covered position (Salesman).

DECISION: (Sub-Committee - Transcript Page 214 - 5/13/65) Request Approved.

(L-336) LEONARD WONNENBERG, member of Local 150, Sacramento, California. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective April 1, 1965, for the purpose of working for Local 150.

DECISION: (Sub-Committee - Transcript Page 215 - 5/13/65) Request Approved.

(L-337) PAUL RIGGS, member of Local 898, El Centro, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective March 16, 1965, for the purpose of driving line until regular driver, William Burns returns from illness.

DECISION: (Sub-Committee - Transcript Page 216 - 5/13/65)

This case is improper before this Committee.

(L-338) EDWARD G. PRYOR, member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of ninety (90) days, effective April 9, 1965, for the purpose of Dispatcher, the duties of which are not covered by Western States Area Master Freight Agreement. Employer will make the required Pension Fund and Health & Welfare payments during leave of absence.

DECISION: (Sub-Committee - Transcript Page 217 - 5/13/65) Request Approved.

* * * * *

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-339) LOUIS C. BROWN, member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective April 12, 1965, for the purpose of taking position as Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 218 - 5/13/65) Request Approved.

(L-340) CHARLES E. EVANS, member of Local 961, Denver, Colorado. Employee of Ruan Transport Corporation. Request is for a period of ninety (90) days, effective April 12, 1965, for the purpose of working as a driver supervisor.

DECISION: (Sub-Committee - Transcript Page 219 - 5/13/65) Request Approved.

(L-341) JERRY A. YOST, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways. Request is for a period of ninety (90) days, effective April 19/65, for the purpose of assuming the duties of an Assistant Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 220 - 5/13/65) Request Approved.

(L-342) BLAINE D. KIMBALL, member of Local 357, Los Angeles, California. Employee of Transport Cartage and Distributing Co. Request is for a period of ninety (90) days, effective April 26, 1965, for the purpose of taking a non-covered position with the company.

DECISION: (Sub-Committee - Transcript Page 221 - 5/13/65) Request Approved.

(L-343) FRANKLYN A. WEAVER, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective May 3, 1965, for the purpose of training for and providing vacation relief coverage of "non-covered position" of Dispatch Clerk.

DECISION: (Sub-Committee - Transcript Page 222 - 5/13/65) Request Approved.

(L-344) DALE STEAD, member of Local 137, Marysville, California. Employee of Associated Transportation Inc. Request is for a period of ninety (90) days, effective April 1, 1965, for the purpose of - work slack with present employer - has opportunity to work for another employer for short period until he can be re-called to original employer.

DECISION: (Sub-Committee - Transcript Page 223 - 5/13/65)

This case is improper before this Committee.

* * * * *

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 386, Modesto, California, and
5-5-1950 O.N.C. Motor Freight System

P & D Company changed Sam Parks' starting time without 3 day
Dispute notice.

DECISION: (Committee for Local Operations - Transcript Page 112 - 5/12/65)
M/m/s/c/ that the position of the Union be upheld.

* * * * *

The following cases were sent to the Committee for Local Operations by the
Main Committee with the understanding of the parties that the decisions will be
final and binding and will not go back to the Main Committee:

#5-5-1910	#5-5-1949
#5-5-1911	#5-5-1954
#5-5-1914	#5-5-1957
#5-5-1938	#5-5-1958
	#5-5-1959

NOTE: The decisions of these cases will be found in the Main
Committee Section.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
2-4-1233 Navajo Freight Lines

OTR Strom and Robertson claim three hours meal time and 1/2 cent
Dispute a mile for 1,052 miles on two separate trips while hauling
Class "B" explosives. The explosives in question did not carry
the term "fixed."

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
2-5-1728 Santa Fe Trail Transportation Co.

P & D Employees Raymond Koch and George Lennick claim loss of
Dispute pay in the amount of \$72.06 for Koch and \$38.70 for Lennick,
because Company violated the piggyback crew provisions of
the Pick-Up and Delivery Supplement.

NOTE: Upon the report of the Sub-Committee for Local Operations being presented
to the Main Committee in Case #2-5-1728 the decision of the Committee for Local
Operations Sub-Committee was protested.

DECISION: (Main Committee - Transcript Page 537 - 5/14/65)

M/m/s/ and deadlocked that the decision of the P & D Committee in Case #2-5-1728
be upheld with the understanding, however, that this decision does not preclude
Local 17 from filing a Maintenance of Standards on this situation.

NOTE: M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 57, Eugene, Oregon, and
2-5-1729 Consolidated Freightways, Inc.

P & D The Union contends that due to past practice, Troup should have
Dispute received no less than 120 hours pay, three forty hour weeks,
because the intent of the Vacation Clause was not to reduce a long
time employee's benefits.

DECISION: (Main Committee - Transcript Page 479 - 5/13/65)

M/m/s/ and deadlocked that the claim of the Union be denied.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-5-1735 Pacific Motor Trucking

P & D
Dispute On 9/16 and 17, Jenkins delivered groceries to various
grocery stores. We claim the Grocery Drivers Wage Scale for
these days.

DECISION: (Main Committee - Transcript Page 441 - 5/13/65)
M/m/s/c/ that based on the transcripts of these two cases, the claim of
the Union be upheld.

NOTE: This same decision applies to Case #2-5-1736.

* * * * *

Case # Local 208, Los Angeles, California, and
2-5-1736 Pacific Motor Trucking

P & D
Dispute On 10/1/64, Federico delivered groceries to various grocery
stores. We claim Grocery Drivers Wage Scale.

DECISION: (Main Committee - Transcript Page 441 - 5/13/65)
M/m/s/c/ that based on the transcripts of these two cases, the claim of the
Union be upheld.

NOTE: This same decision applies to Case #2-5-1735.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 81, Portland, Oregon, and
2-5-1753 Los Angeles-Seattle Motor Express

OTR Local Union 81, Portland, is claiming runaround pay for
Dispute driver Demarest, from Los Angeles-Seattle Motor Express
for a runaround incurred on 9-22-64.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
2-5-1754 Los Angeles-Seattle Motor Express

OTR Local Union 81 alleges that the Company failed to furnish
Dispute transportation to line drivers at their relay point of Yreka,
California.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 180, Los Angeles, California, and
2-5-1759 Pacific Intermountain Express

OTR Local 180 takes the position that Pacific Intermountain Express
Dispute owes O. C. Winn and G. Young, 8 1/2 hours runaround time at
the rate of \$3.07 per hour.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs P.M.T.) Union claims an agreement
Dispute between Locals 70 and 85 prohibits the employer from sending a
bobtail unit from one jurisdiction into the other to pick up a full
box and return in a Transbay operation.
LD-1550 (Local 85 vs P.M.T.) Case returned to this committee
as no accord reached when case referred to the Negotiating
Committee.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
2-5-1772 Pacific Intermountain Express

OTR Local 180 takes the position Pacific Intermountain Express should
Dispute pay J. E. McKelvey and A. R. Wilson, 10 1/2 hours at the rate
of \$3.07 per hour for abuse of free time.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
2-5-1780 Western

OTR Money claim Larry Vargus. Union claims Oakland driver
Dispute bobtailed out of Oakland to San Jose, picked up a loaded set of
trailers, took them to Tulare, when he met a Los Angeles
driver and exchanged loads and returned with a set of trailers
to Oakland.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
2-5-1787 Pierce Freightlines, Inc.

OTR Union maintains that Pierce Freightlines has to pay check and
Dispute fuel as they have in the past.

DECISION: (Main Committee - Transcript Page 54 - 5/11/65)

M/m/s/c/ that the claim of the Union is upheld, with this exception; that if there
is any carrier running between these points that merely have a check point for
tires, where they merely check the tires and that is all, and there is no Article 6
or maintenance of standards practice involved, those companies will not have to
pay for the bumping of tires where there hasn't been any previous understanding
on it.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
2-5-1790 Consolidated Freightways, Alaska Division

OTR It is the contention of the Union that this Company be obligated
Dispute to pay these items, chain time and fuel time, in conformity to
other sleeper cab operators under this Agreement.

DISPOSITION: (Main Committee - Transcript Page 71 - 5/11/65)
This committee will retain jurisdiction on this case with the understanding that
Mr. Dickman and Art Trimble will investigate the facts.

* * * * *

Case # Local 741, Seattle, Washington, and
2-5-1791 Consolidated Freightways, Inc.

OTR It is the position of Local 741 that in this case, where complete
Dispute units were changed in Seattle north bound, that such changing is
contrary to the Change of Operations Case #3-259 and Bruce Beers,
a Seattle board driver who did not work, should be compensated
for a minimum day's pay.

DECISION: (Main Committee - Transcript Page 80 - 5/11/65)
M/m/s/c/ that based on Case #3-259 the claim of the Union be allowed.

* * * * *

Case # Local 741, Seattle, Washington, and
2-5-1795 United Buckingham Freight Lines

Interpre- Cases #1090 - #1091 - #1092 - #1093 - #1094 - #1095 -
tation #1096 and #1097 - are request for interpretation of foreign
based line drivers dropping and picking in Seattle.

DECISION: (Main Committee - Transcript Page 333 - 5/13/65)
M/m/s/c/ that in Case #2-5-1795 the committee retain jurisdiction until the
next meeting of the JWAC, and that the Company come in with the proposed change
that they discussed here before the committee which would eliminate and clarify
many of the runs in question. If they do that, then we will relinquish jurisdiction.

* * * * *

Case # Local 890, Salinas, California, and
2-5-1800 Delta Lines

P & D Burris D. Weaver claiming time and one-half for 8 hours on
Dispute Saturday, October 24, 1964.

DISPOSITION: Settled and Withdrawn.

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JWAC Minutes
May 10, 11, 12, 13, & 14,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 483, Boise, Idaho, and Local 222, and
2-5-1822 Consolidated - P.I.E. - I.M.L. - and Garrett Freightlines

OTR The Union is asking that the employers named above submit
Interpre to this committee the dates they have handled frozen food from
tation Burley plant and also let a dock man be paid dock rate of pay
for work the drivers have been doing in his stead.

DECISION: (Main Committee - Transcript Page 110 - 5/11/65)
M/m/s/c/ that the Local Unions and the Companies involved, and the International
Organizer, George Rohrer, meet, go out and look the situation over, sit down
and negotiate a settlement, or attempt to. If they can't, this committee will
retain jurisdiction and hear the case at the next meeting.

* * * * *

Case # Local 483, Boise, Idaho, and
2-5-1823 Garrett Freightlines

Interpre- Garrett Freightlines here in Boise has had two employees who
tation worked from July, 1964 until November, 1964, and one from
July, 1964 until latter part of November, 1964.; these jobs
were not posted.
This Union would like an interpretation on the above, on how
long a job or position can be held without a bid.

DECISION: (Main Committee - Transcript Page 104 - 5/11/65)
M/m/s/c/ that in this case the decision is that you would use a 30 day period
as a guide line to determine regularity and that jobs beyond that period would
be posted for bid.

* * * * *

Case # Local 483, Boise, Idaho, and
2-5-1824 I.M.L. Freightlines

OTR The Union claims a runaround on behalf of Ronald Barnhart.
Dispute

DECISION: (Main Committee - Transcript Page 99 - 5/11/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
2-5-1825 O.N.C.

OTR CB-#1397 - Money claim for Turner - Case CB-#1398 money
Dispute claim for Brown. Union claims difference in pay of \$13.05.

DECISION: (Main Committee - Transcript Page 204 - 5/12/65)
M/m/s/c/ that the position of the Union be upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-5-1826 O.N.C.

OTR Money claim for Trafton. Union claims 3 hours minimum
Dispute guarantee because driver did not get out at the beginning of the
16 hours.

DECISION: (Main Committee - Transcript Page 211 - 5/12/65)

M/m/s/c/ that the claim of the Union be upheld.

NOTE: the motion was made with the clear understanding that we do now have an interpretation of the particular three-hour provision of the Contract, which is, if a man comes to work and is called to work and his truck is on the ready line, and you can prove it is on the ready line, and the man gets his bills, goes out, and during his normal check, that if he finds that something is wrong he gets shop time. If the truck is not ready in the shop or isn't ready, regardless of whether it's in the shop or not, and they hand him his bills, then the three hours apply providing the 15 hours catch him.

* * * * *

Case # Local 81, Portland, Oregon, and
2-5-1828 Interstate Freight Lines, Inc.

P & D Local Union 81 is claiming that Interstate Freight Lines, Inc.
Dispute is in violation of Article 48, Section 13, of the Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement.

DECISION: (Main Committee - Transcript Page 483 - 5/14/65)

M/m/s/ and deadlocked that the claim of the Union be upheld.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 70, Oakland, California, and
2-5-1831 O.N.C.

Joint Telles claims 1 1/2 pay for shift in which he pulled van to
Council 7 pig-ramp.
Dispute

DECISION: (Main Committee - Transcript Page 389 - 5/13/65)

M/m/s/c/ that the position of the Union be upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pacific Intermountain Express
5-5-1835

Locals: 41, 81, 150, 180, 137, 222, 439, 468, 533, 544, 554,
690, 741, 600, 710, 961, 224.

1. Establish additional "thru" sleeper cab operations between Los Angeles, Oakland, Portland, Seattle and Salt Lake City, on the one hand; and Minneapolis - St. Paul, Chicago, Omaha, Kansas City and St. Louis, on the other; running to any point on a "thru" basis, with service to intermediate terminals.
2. The present break-points of Alamosa, Colorado; Denver, Colorado and Rawlins, Wyoming will be retained and utilized at the option of the company. Add Billings, Montana as an additional breakpoint.
3. Establish a "slip-seat" operation at home domicile points throughout the entire P.I.E. system.

DECISION: (Main Committee - Transcript Page 507 - 5/14/65)
M/m/s/ and deadlocked that the Change of Operations request be denied.
The action of the Change of Operations Sub-Committee was concurred with by the Main Committee.

* * * * *

Case # Pierce Freight
5-5-1843

Local: 468

Clarifica-
tion

Union maintains Pierce is not paying the established miles over a route that they have paid in the past.

DECISION: (Main Committee - Transcript Page 488 - 5/14/65)
M/m/s/c/ that the 1/6 formula of the Contract be applied in reducing the miles and the Company be allowed to take 1/6 as of the date of the change and another sixth July 1, 1965.

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Case # Local 17, Denver, Colorado, and
5-5-1847 Burlington Truck Lines

P & D Jess E. Lange claims \$12.48 for over-time worked Saturday,
Dispute January 2, 1965, because his bid is Monday through Friday.

DECISION: (Main Committee - Transcript Page 540 - 5/14/65)
M/m/s/c/ that in Cases 5-5-1847 and 5-5-1848 the claim of the Union be paid.

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JWAC Minutes
May 10, 11, 12, 13 & 14,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and
5-5-1848 Burlington Truck Lines

P & D David Brungardt claims his seniority was violated January
Dispute 2, 1965, when the company called Jess Lange, a 20% to work.
Saturday a premium day.

DECISION: (Main Committee - Transcript Page 540 - 5/14/65)
M/m/s/c/ that in Cases 5-5-1848 and 5-5-1847 the claim of the Union be paid.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1860 O.N.C. Motor Freight System

P & D Complaint by Alexandria: "On 11-16-64, I was laid off because
Dispute of lack of work. The Company used casuals on the 17th and 20th
of November, therefore, in agreement with the contract, I am
asking for two days pay, as the senior man laid off as per contract.

DECISION: (Main Committee - Transcript Page 546 - 5/14/65)
M/m/s/c that the claim of the Union be upheld.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1864 Oregon-Nevada-California Fast Freight

P & D On the day in question, Victor Carlson, a qualified man, was
Dispute passed over in favor of a junior man, even though Carlson had
signed the premium day sign-up sheet.

NOTE: Upon the report of the Sub-Committee for Local Operations being presented
to the Main Committee in Case #5-5-1864, the decision of the Committee for
Local Operations Sub-Committee was protested.

DECISION: (Main Committee - Transcript Page 539 - 5/14/65)
M/m/s/and deadlocked that the appeal of Local 741 of the decision of the
P & D Committee be denied.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 2, Butte, Montana; Local 983, Pocatello, Idaho, and
5-5-1867 Consolidated Freightways

OTR Request bid be honored for employee Mervin Gerke of Butte,
Dispute and request pay difference in the amount deprived of by not getting
vacancy on Pocatello Extra Board 5/1/64.

DECISION: (Main Committee - Transcript Page 112 - 5/11/65)
M/m/s/c/ that the claim of the Union be denied inasmuch as the extra board
positions are not subject to bid.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 2, Butte, Montana, and
5-5-1868 Garrett Freightlines, Inc.

OTR Pocatello driver arrived in Butte, dropped his tractor and
Dispute trailer, picked up a tractor and trailer and continued on to
Missoula. Union requests wages at applicable rate for Ed
Hopwood, a P & D driver qualified to have made this run.

DISPOSITION: Postponed.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1869 Denver Chicago Trucking Co., Inc.

MASTER Local 17 is protesting the position taken by Denver Chicago
Dispute Trucking Co., Inc. in regard to the seventy-two hour notice
which was sent February 1, 1965.

DECISION: (Main Committee - Transcript Page 455 - 5/13/65)
M/m/s/c/ that this case be sent back and come back up again as a factual case.

* * * * *

Case # Local 45, Great Falls, Montana, and
5-5-1870 Helphrey Motor Freight

Termina- Local 45 contends employee Norton wrongfully discharged and
tion should be reinstated with back pay.

DECISION: (Main Committee - Transcript Page 194 - 5/12/65)
M/m/s/c/ that Norton be reinstated with full seniority and no back pay and the
discharge be reduced to a warning letter for removing the tachograph.

* * * * *

Case # Local 57, Eugene, Oregon, and
5-5-1871 Everts Commercial Transport, Inc.

Tanke r The Union is claiming runaround pay amounting to 7 1/2 hours,
Dispute the difference in dispatch times, because of improper dispatch.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 70, Oakland, California; Local 85, San Francisco, and
5-5-1872 Consolidated Freightways

Joint Council 7 Dispute Consolidated Freightways is herewith petitioning the Joint Area Grievance Committee for relief from the present pay practices now in effect at our San Leandro terminal and our San Francisco terminal, as well as our Clark-Farnsworth San Francisco terminal.

DECISION: (Main Committee - Transcript Page 134 - 5/11/65)
M/m/s/c/ that the petition of the Company be denied.

Case # Local 70, Oakland, California, and
5-5-1873 Garrett Freightlines

Joint Council 7 Dispute Eason's anniversary date is September 24th. Union claims in 1964 he took vacation with pay prior to his anniversary date; that now the man has accrued 5 days and, although the Company will allow the time off, they will not pay until his anniversary date.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
5-5-1874 Garrett Freightlines

Joint Council 7 Dispute Union claims Garrett is requiring his applicants and employees to take aptitude tests at C. T. A. Driver Testing Center contrary to the contract.

DECISION: (Main Committee - Transcript Page 147 - 5/11/65)
M/m/s/c/ that the two tests, the test dealing with aptitude and the test dealing with the psychological business, are going to be suspended, and they are going to be suspended until this committee has had a chance factually to look at them, and this committee is going to consist of some members of C. T. A. people on one side and whoever the Western Conference selects to go with them.

Case # Local 70, Oakland, California, and
5-5-1875 Garrett Freightlines, Inc.

Joint Council 7 Dispute Union claims sick leave pay for Christmas Day in addition to holiday pay.

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)

M/m/s/c/ that the claim of the Union be upheld, with the understanding that they only pay six days sick leave anyway and that if on the 4th of July the Company can show absenteeism because of the fact of these guys laying off on a Wednesday, knowing that they are going to get double time on a holiday, then this Company is going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1876 and 5-5-1885.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-5-1876 Los Angeles-Seattle Motor Express

Joint Union claims sick leave pay in addition to holiday pay for
Council 7 illness claimed on January 1, 1965.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)
M/m/s/c/ that the claim of the Union be upheld, with the understanding that they only pay six days sick leave anyway and that if on the 4th of July the Company can show absenteeism because of the fact of these guys laying off on a Wednesday, knowing that they are going to get double time on a holiday, then this Company is going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1875 and 5-5-1885.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1877 Los Angeles-Seattle Motor Express

Joint Claims all companies in 70 jurisdiction are letting jobs (routes)
Council 7 up for bid. Claims company doesn't practice either equipment
Dispute bidding or job bidding. Claims job bidding synonymous with equipment bidding and allowable under contract.

DECISION: (Main Committee - Transcript Page 168 - 5/11/65)
M/m/s/ and deadlocked that the claim of the Union be denied.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 70, Oakland, California, and
5-5-1878 Navajo Freight Lines

Joint When a route became open permanently as the result of a
Council 7 discharge, the company assigned a man to fill the vacancy.
Dispute Union claims vacancy should be bid.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1879 Pacific Intermountain Express

Joint Union feels that Tollfree should have been permitted to work as
Council 7 dispatched from Hiring Hall on September 25, October 2nd, and
Dispute October 4, 1964.

DECISION: (Main Committee - Transcript Page 232 - 5/12/65)
M/m/s/c/ that this case and cases pertaining to this case be referred back to the Hiring Hall Committee for adjudication. In the event that they don't hear them, that this committee will hold jurisdiction and then hear them, and that rules of procedure governing the committee action of the Hiring Hall be reduced to writing.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
Paxton Trucking Company

Joint Union claims Company used leased truck on December 1, 1964,
Council 7 to unload empty reels at General Cable in Emeryville, while
Dispute Local 70 men laid off.

DISPOSITION: (Main Committee - Transcript Page 125 - 5/11/65)
Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1881 Paxton Trucking Company

Joint Union claims that all men in a "rigging crew" should be receiving
Council 7 winch rate of pay, claiming this has been company's past
Dispute practice.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1882 Paxton Trucking Company

Joint Union claims company established past practice from 1960
Council 7 to October, 1964, in paying additional 50 cents for driving a
Dispute truck and tractor with a winch.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1883 Ringsby

Joint On February 2, 1965, at 8:45 a.m., Stewart Drayage picked up
Council 7 trailer 9-471 at Oakland terminal of Ringsby and went to Colgate,
Dispute loaded 43,000 lbs. of freight for Jacksonville, Indiana, returned
trailer to yard at 6:00 p.m. All Local 70 jurisdiction.
Union requests days pay for a man laid off that day.

DISPOSITION: (Main Committee - Transcript Page 117 - 5/11/65)
Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1884 Robertson Drayage

Joint A Local 85 man is driving - bobtail, license #32 276 and has
Council 7 been doing dock work by virtue of picking up his freight, putting
Dispute it on his hand truck and loading his own truck. Since this work
is identical to that performed by Local 70 employees, he should
have had a Local 70 man obtain his merchandise or freight for
him.

DECISION: (Main Committee - Transcript Page 547 - 5/14/65)
M/m/s/c/ that the area that has been agreed upon for the interlining carriers,
that the company instruct the interlining carriers that is the only area they can use.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1885 Sterling Transit

Joint Cliff Talbot claims sick leave pay on a holiday, for which he
Council 7 was paid holiday pay.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)
M/m/s/c/ that the claim of the Union be upheld, with the understanding that they
only pay six days sick leave anyway and that if on the 4th of July the Company can
show absenteeism because of the fact of these guys laying off on a Wednesday,
knowing that they are going to get double time on a holiday, then this Company is
going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1876 and 5-5-1875.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1886 Transcon Lines

Joint Union wants Company to install heaters and defrosters. Company
Council 7 claims they are not needed in this area.
Dispute

DISPOSITION: Postponed.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1887 Transcon Lines

Joint
Council 7 Regular employee left work ill at noon. The next morning, he
Dispute reported to work but was refused work for that day. Filing
requests a day's pay.

DISPOSITION: (Main Committee - Transcript Page 231 - 5/12/65)
Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
5-5-1888 Transcon Lines

Joint The Company will only let ten percent of the men go on vacation
Council 7 at any shift. This means only three men at a time go on
Dispute vacation. There has always been more than three men on
vacation at one time for the last six years.

DISPOSITION: (Main Committee - Transcript Page 231 - 5/12/65)
Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1889 Transcon Lines

Joint Jesse Tolefree was dispatched on April 6, 1965, for dock
Council 7 employment at Transcon for 6:00 p.m. Employer, foreman,
Dispute agent, supervisor, refused to employe Jesse Tolefree or pay
for the night's wages.

NOTE: The decision in Case #5-5-1879 applies.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1890 Consolidated Freightways, Inc.

Master The Union contends that the Company has discontinued returning
Dispute the audited copy of the drivers trip sheet pay form to them.
The Union is requesting that the Company return to past
practice.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1891 Consolidated Freightways, Inc., Bulk Commodities Division

Tanker Local Union 81 is claiming that Consolidated Freightways, Inc.,
Dispute Bulk Commodities Division, is in violation of Article 14,
Sections 1 and 2, of the Western States Area Master Agreement.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1892 Lee & Eastes Tank Lines, Inc.

Tanker Local Union 81 is claiming runaround pay for John Mullan
Dispute for February 14, 1965.

DISPOSITION: Postponed.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1893 Los Angeles-Seattle Motor Express, Inc.

OTR Local Union 81 is claiming that Los Angeles-Seattle Motor
Dispute Express is in violation of Article 53, Section 7, (b), of the
Over-the-Road, Single Man and Sleeper Cab Supplemental
Agreement, by refusing to pay driver C. Aitken his automatic
three hour layover guarantee.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1894 Oregon-Nevada-California Fast Freight

OTR Local Union 81 is claiming runaround pay for Marvin Bradshaw,
Dispute from Oregon-Nevada-California Fast Freight, amounting to
four (4) hours.

DECISION: (Main Committee - Transcript Page 524 - 5/14/65)
M/m/s/c/ that if the original dispatch shows that the man was dispatched from
Yakima to Seattle via Portland, that the claim be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1895 Pacific Intermountain Express, Inc.

OTR Local Union 81 is claiming report time guaranteed pay for
Dispute C. E. Shove from Pacific Intermountain Express.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1896 Pacific Intermountain Express, Inc.

OTR The Union contends abuse of free time and the Union is claiming
Dispute 13 1/2 hours pay for each driver because of this.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1897 Pacific Intermountain Express, Inc.

OTR The Union contends that on February 4, 1965, an Oakland
Dispute sleeper team came into Portland, one driver got off sick, and
Portland driver Schiermeister took the sleeper seat to Oakland
with orders to deadhead back. Schiermeister arrived in Oakland
at 12:30 a.m. on the 5th, and did not get out until 11:40 a.m.
The company should have had all the arrangements made to get
him home sooner. There were earlier flights; the claim is for
11 hours pay.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and
5-5-1898 Pierce Freightlines, Inc.

OTR The Union contends that in approximately November, 1964, the
Dispute Company arbitrarily discontinued payment of one-quarter hour
to Portland road drivers for fueling their own rigs in Medford,
Oregon.

DISPOSITION: Postponed.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1899 A & B Garment Delivery

Joint Work jurisdiction claim for 2 hour minimum at time and one-
Council 7 half for movement by non-teamster driver of four loaded pallets
Dispute from Hills van across A & B dock to Garment Carriers van
using driver's own equipment.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1900 Associated Freight Lines

Joint In accordance with Article 17 of the National Master Freight
Council 7 Agreement, Associated Freight Lines requests the right to
Dispute establish the same method of pay for the operation of Antoni
Truck Lines, Inc., as that being followed by Associated Freight
Lines in San Francisco.

DECISION: (Main Committee - Transcript Page 353 - 5/13/65)
M/m/s/c/ that the request of the company be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 85, San Francisco, California, and
5-5-1901 California Motor Express

Joint Union claims the company has regularly paid the equivalent of
Council 7 a half hour's wages during the lunch hour period, whether a
Dispute half hour's work was performed or not. Claims the company
suddenly stopped this practice by posting a bulletin.

DECISION: (Main Committee - Transcript Page 361 - 5/13/65)
M/m/s/c/ that the man involved be paid the half hour from the time it was cut
off until today, and that he be given the right, in accordance with his seniority
to bid to a higher classification.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1902 California Motor Express

Joint Union claims California Motor Express moved Christenson
Council 7 reefer operation from Oakland to San Francisco and that they
Dispute agreed to follow provisions of Article 39 (6) in applying seniority
of 5 men involved. Four of these men were later laid off. Union
contends that Article 5 (6) (b) (2) doesn't prevail since the Oakland
terminal was not closed and is still operating.

DECISION: (Main Committee - Transcript Page 381 - 5/13/65)
M/m/s/c/ that in view of the fact that Joint Council 7 grievance machinery ruled
in Case # LD-1645 that Article 5 (6) (b) (2) of the National Master applied, that
the same decision apply in this specific case.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1903 Hecht Fast Freight

Joint Henry Puertas claims 1/2 hour overtime is due from 7:30 a.m.
Council 7 to 8:00 a.m. on December 15, 1964, per Article 52 of the
Dispute Local 85 Pick-Up and Delivery Supplement,

DISPOSITION: Postponed.

* * * * *

Case # Local 137, Marysville, California, and
5-5-1904 Consolidated Copperstate - Valley Motor Lines

H & W Union claims money for hours and premium pay and welfare
Dispute payments not caught up properly for Bud and Larry Moore.

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
May 10, 11, 12, 13, & 14
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 150, Sacramento, California, and
5-5-1905 Union Transportation

OTR Union claims Company sub-contracting work to Souza Trucking
Dispute Company and Gomez Trucking Company, while regular men on
layoff status. Union requests regular employees be compensated
in seniority rotation for loads sub-contractors were used on.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 180, Los Angeles, California, and
5-5-1906 Navajo Freight Lines

OTR It is the position of Local 180 that J. R. Tate and R.N. McGruder
Dispute of Navajo Freight Lines are entitled to all time spent when
they ran out of fuel 15 miles short of their destination.

DECISION: (Main Committee - Transcript Page 516 - 5/14/65)
M/m/s/c/ that the claim of the Union be paid.

* * * * *

Case # Local 180, Los Angeles, California, and
5-5-1907 Pacific Intermountain Express

Interpre- Local 180 takes the position that P.I.E. owes R.B. LeCrone
tation and D. Lewis, 13 hours pay at the rate of \$3.07 per hour.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
5-5-1908 Garrett Freightlines, Inc.

OTR Request pay for a Helena to Great Falls and return to Helena
Dispute trip for Gary S. Brekke.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1909 B.B.D. Transportation

Termina- The Local Union protests the termination of Charles Sweeney.
tion

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and
5-5-1910 Certified Freight Lines

Termina- Local 208 protests the termination of William Poppin.
tion

DECISION: (Committee for Local Operations - Transcript Page 225 - 5/13/65)
M/m/s/c/ that William Poppin voluntarily quit.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1911 Wescartage, Inc.

Termina- Local 208, in behalf of Harold Sherman, protests the Company's
tion disregard of working seniority entitlements due employee Sherman.

DECISION: (Committee for Local Operations - Transcript Page 237 - 5/13/65)
M/m/s/ and deadlocked that Harold Sherman be returned to work with full seniority
rights on a valid release from his doctor to the Company.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel as
the arbitrator.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1912 Western Gillette, Inc.

Termina- The Local Union protests the discharge of Rocco Simarano.
tion

DECISION: (Main Committee - Transcript Page 270 - 5/12/65)
M/m/s/c/ that Simarano be returned to work commencing February 12, 1965
with a 60 day suspension and all seniority rights.

* * * * *

Case # Local 208, Los Angeles, California
5-5-1913 Local 357, Los Angeles, California, and
Yale Cartage Corporation

Master Yale Cartage Corporation seeks relief from its present payroll
Agreement practices.

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
May 10, 11, 12, 13, & 14,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1914 Consolidated Freightways

Warning Local 222 wishes to protest the Warning Notice issued to
Notice Tharrell Call.

DECISION: (Committee for Local Operations - Transcript Page 305 - 5/13/65)
M/m/s/c/ that the warning letter issued to Mr. Call be reduced to a written
reprimand because this was a rearend accident.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1915 Garrett Freightlines

Warning Protest of warning letters issued sleeper team of Sidwell
Notice and Boyd.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1916 Garrett Freightlines

Warning Protest of warning letters for refusing to work behind a
Notice picket line issued to Robinson and Sumens.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1917 Garrett Freightlines

OTR C. O. Sodwell and Klenneth Boyd, a Salt Lake City based sleeper
Dispute team, filed a pay claim for .2 of an hour delay enroute while
waiting for a draw bridge near Sacramento.

DECISION: (Main Committee - Transcript Page 477 - 5/13/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1918 I.M.L. Freight, Inc.

Warning Protest of a warning notice issued to Lorenzo Massey.
Notice

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
5-5-1919 I.M.L. Freight, Inc.

Warning Protest of a warning notice issued to Hartman.
Notice

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1920 I.M.L. Freightlines

Seniority Robert A. Chaney claims that his seniority date is January
Dispute 3, 1956.

DECISION: (Main Committee - Transcript Page 464 - 5/13/65)
M/m/s/c/ that Robert Chaney's seniority date is January 6, 1956.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1921 Pacific Intermountain Express

Warning Protest of warning letters issued to Hess - Hyde and Baker.
Letters

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1922 Union Pacific Motor Freight Co.

Warning Protest of warning letter issued Rex G. Southard.
Notice

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1923 U.P. Motor Freight

Warning Protest of warning letters issued Mr. Schemensky.
Notice

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and
5-5-1924 Milne Truck Lines

OTR Local 224, on behalf of George Ecklund, claims the difference
Dispute in pay of \$37.93, between a Desert Center turnaround and a
Phoenix trip.

DECISION: (Main Committee - Transcript Page 239 - 5/12/65)
M/m/s/c/ that the claim of the Union be upheld and the Company and Union are
directed to get together and agree that the drivers will be assigned to loads
at the check out line.

* * * * *

Case # Local 224, Los Angeles, California, and
5-5-1925 O.N.C. Motor Freight System

OTR Thomas J. Daly claims \$711.25 due him as wages. This amount
Dispute represents the trips pulled by junior employees because of the
Company's refusal to honor Mr. Daly's medical release.

DECISION: (Main Committee - Transcript Page 423 - 5/13/65)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 287, San Jose, California, and
5-5-1926 Bigge Drayage

Master Union claims construction rate of pay for driver while working
Dispute on construction job for two days.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
5-5-1927 Bigge Drayage

OTR Union claims Company is in violation of Article 52 (e) and (f).
Dispute Short line drivers hauling pipe into the local jurisdiction of the
Union and shuttling trailers.

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 307, Casper, Wyoming, and
5-5-1928 Consolidated Freightways

Inter- Teamsters Local 307 hereby requests an interpretation of
pretation Article 1, Section 3, of the National Master Freight Agreement
as to its proper application when Consolidated Freightways sold
its intrastate authority as outlined in Joint Western Conference
Case #5-4-1316.

DECISION: (Main Committee - Transcript Page 560 - 5/14/65)
M/m/s/c/ that this is not an interpretive matter and that the seniority and the
way that the Company handled the Basin operations sold was proper.

* * * * *

Case # Local 313, Tacoma, Washington, and
5-5-1929 Everts' Commercial Transport, Inc.

Tanker Time claimed by employee (Judy) as spent in service of Company
Dispute on 12/18/65 as filed on trip ticket #017104. was denied.

DECISION: (Main Committee - Transcript Page 410 - 5/13/65)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1930 Illinois-California Express

Holiday Alvin Alexandria, Loren Lee Bates, Donald Thibault, and
Dispute Lewis Travis claim February 22, 1965, Monday morning at
12:01 a.m. which was a holiday. They received only 8 hours
pay at straight time. At this time, they are filing for the holiday
pay in the amount of \$26.52.

DECISION: (Main Committee - Transcript Page 519 - 5/14/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 483, Boise, Idaho, and
5-5-1931 Consolidated Freightways

Interpre- Protest of the Company taking the position that Junior Horner was
tation on an unauthorized leave of absence and thus lost his seniority.

DECISION: (Main Committee - Transcript Page 141 - 5/11/65)
M/m/s/c/ that the man be put back to work with all seniority and a warning letter,
with the understanding that the break in time will have to be discounted in his
first year of employment towards building his vacation credits.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 483, Boise, Idaho, and
5-5-1932 I.M.L. Freight

OTR A. C. Smith runaround claim.
Dispute

DISPOSITION: Postponed.

* * * * *

Case # Local 551, Lewiston, Idaho; Local 741, Seattle, Washington, and
5-5-1933 United Buckingham Freight Lines

OTR The Unions have made several attempts to obtain bid runs on
Dispute United Buckingham Freight Lines Over-the-Road operation;
such attempts extending over a long period.
It is our position that the bids we are asking for are running
out of our respective jurisdictions and would not force any undue
restrictions on the Company.

DISPOSITION: Postponed.

* * * * *

Case # Local 690, Spokane, Washington, and
5-5-1934 Best Way Motor Freight Company

Warning Protest of warning notice issued to Leo Pike.
Notice

DECISION: (Main Committee - Transcript Page 190 - 5/12/65)
M/m/s/c/ that this case be sent back to the State Committee and heard on
its merits.

* * * * *

Case # Local 690, Spokane, Washington, and
5-5-1935 Consolidated Freightways, Inc.

OTR Local 690 claims abuse of free time for James Prater.
Dispute

DECISION: (Main Committee - Transcript Page 219 - 5/12/65)
M/m/s/c/ that the claim of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
5-5-1936 United Buckingham Freight Lines

Dis- Protest of discharge of Robert T. Olsen.
charge

DECISION: (Main Committee - Transcript Page 223 - 5/12/65)
M/m/s/c/ that Olsen be put back to work with no back pay and all seniority
rights.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1937 United Buckingham Freight Lines

Warning The Union protests a warning notice to Alex Evertz for
Notice colliding with a rock slide on Snoqualmie Pass.

DECISION: (Main Committee - Transcript Page 405 - 5/13/65)
M/m/s/c/ that the warning letter be upheld.

* * * * *

Case # Local 775, Denver, Colorado, and
5-5-1938 Denver-Chicago Trucking Co., Inc.

Termina- Edgar Glenn protests discharge as unjustified and requests
tion reinstatement with full compensation for all time lost.

(Committee for Local Operations - Transcript Page 250 - 5/13/65)
DISPOSITION: The parties have agreed to the following stipulation: Mr. Edgar
Glenn, who was returned to work on March 4, 1965, shall be compensated from
February 11th to March 4th, which is 14 days compensation, and that Mr. Glenn's
discharge letter shall be reduced to a warning letter to state:
"REASON FOR WARNING: Leaving shop area with Company property that was
not assigned to you for the performance of your duties."

* * * * *

Case # Local 775, Denver, Colorado, and
5-5-1939 Navajo Freight Lines, Inc.

Auto- Pearl Peters protests elimination of Tire Leadman job and
motive requests that this job be reinstated, effective 2/26/65.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 961, Denver, Colorado, and
5-5-1940 Navajo Freight Lines

OTR Bob Masters states: I am claiming a trip from Denver, Colorado
Dispute to Los Angeles, California and return, due to Company refusing
me to ride on my regular assigned equipment.

DECISION: (Main Committee - Transcript Page 430 - 5/13/65)
M/m/s/c/ that the claim of the Union be upheld if Masters was available on
December 4, 1964 for a dispatch.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1941 Navajo Freight Lines

OTR Donald C. Rudy and Howard Hicks state: We were alerted
Dispute between 4 and 6 on March 1, 1965 for 12:30 a.m. departure on
March 2, 1965, and at approximately 10:30 p.m. , we were
called and cancelled out.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1942 Navajo Freight Lines, Inc.

OTR W. B. Arnold and Fred Brown claim they are due one round trip
Dispute from Denver to Amarillo and return as Company is using
Albuquerque bid equipment to move the Amarillo bid freight.

DECISION: (Main Committee - Transcript Page 450 - 5/13/65)
M/m/s/c/ that based on the Navajo operational change, Case 1-33, the claim
of the Union is upheld.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1943 Rio Grande Motor Way, Inc.

OTR Dennis Biesemeier states: I was home and available for work
Dispute January 13, 1965. Company pigged Trailer 3118, DC 6105, 1861,
and 3138. I claim one round trip pay.

DISPOSITION: Settled and Withdrawn.

* * * * *

JWAC Minutes
May 10, 11, 12, 13, & 14,
1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-5-1944 Rio Grande Motor Way, Inc.

OTR Tom Snyder states: I was home and available for call and
Dispute Company pigged trailers 1956-4285 PIE, 2403-5112, 5000,
255-4314, DC 3134. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1945 Rio Grande Motor Way

OTR Charles Thomas states: I was home and available for call and
Dispute the Company pigged trailers 3118, DC 6105, 1861 and 3138,
and I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1946 Rio Grande Motor Way, Inc.

OTR Charles Thomas states: I was home and available on January
Dispute 14, 1965, and Company did not call me, they pigged trailers
2404 and 1872. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1947 Rio Grande Motor Way, Inc.

OTR Charles Thomas states: I was home and available January
Dispute 15, 1965, and the Company pigged 3138 - 2117 - PIE 169 -
DC 4426. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1948 Rio Grande Motor Way, Inc.

OTR I was home and available for call and the Company pigged
Dispute 3138-2117 - PIE 169 DC 4426. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-5-1949 Rio Grande Motor Way, Inc.

Warning Ron Curtis states; I am protesting the warning letter of
Notice March 18, 1965, for an accident as being unjustified.

DECISION: (Committee for Local Operations - Transcript Page 271 - 5/13/65)
M/m/s/c/ that the warning letter issued to Ron Curtis, based on the evidence
submitted, be reduced to a letter of reprimand.

Case # Local 70, Oakland, California, and
5-5-1951 East Bay Drayage

Joint Establishment of seniority; case involves a casual employee
Council 7 lined for vacation relief.
Dispute

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
5-5-1952 Oregon-Nevada-California Fast Freight

Inter- Local 81 maintains that the contract provides that any employee
pretation hired under Article 3, Section 2, third paragraph, of the National
Master, has to be by mutual agreement with the Union before
this provision of the contract can become effective. Further,
the Union maintains that the Company cannot require any employee
to waive his rights to seniority, nor has the Company the right
to waive any employees rights.

DECISION: (Main Committee - Transcript Page 552 - 5/14/65)
M/m/s/c/ that this case be postponed until August and this committee hold
jurisdiction.

Case # Local 85, San Francisco; Local 287, San Jose, California, and
5-5-1953 Peninsula Delivery Service

Inter- Request for interpretation of jurisdictional agreement between
pretation Local Unions 85 and 287 involving employees of Peninsula
Delivery Service.

DECISION: (Main Committee - Transcript Page 396 - 5/13/65)
M/m/s/c/ that the position of Local 85 be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
5-5-1954 Consolidated Freightways

Warning Local 468 wishes to protest the warning letter issued to
Notice McAllister and Hargrave.

DISPOSITION: Postponed.

* * * * *

Case # Local 468, Oakland, California, and
5-5-1955 Garrett Freight Lines

Warning Local 468 wishes to protest the warning notice issued to
Notice Higgins.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 180, Los Angeles, California, and
5-5-1956 Pacific Intermountain Express

Dis- Protest of discharge of Paul Weisgerber.
charge

DECISION: (Main Committee - Transcript Page 258 - 5/12/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1957 Illinois-California Express

Dis- Local 208 wishes to protest the discharge of David E. Millard.
charge

DECISION: Committee for Local Operations - Transcript Page 252 - 5/13/65)
M/m/s// and deadlocked that due to the fact that there was no evidence sub-
mitted as to Mr. Millard being dishonest while in the employment of the employer,
I move that Mr. Millard be returned to work and paid for all time lost.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel
as the Arbitrator.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-5-1958 I.M.L. Freight Lines, Inc.

Dis- Local 357 wishes to protest the discharge of Kenie Richie.
charge

DECISION: (Committee for Local Operations - Transcript Page 286 - 5/13/65)
M/m/s/c/ that Kenie Richie be reinstated to work with Interstate Motor Lines
as of June 1, 1965 with no back pay, and that this termination be reduced to a
warning notice, which warning notice shall be considered a final warning notice
for absenteeism.

* * * * *

Case # Local 468, Oakland, California, and
5-5-1959 Consolidated Freightways

Dis- Local 468 wishes to protest the discharge of LaFazio.
charge

DECISION: (Committee for Local Operations - Transcript Page 311 - 5/14/65)
The following stipulation was agreed to by the parties: That the driver shall be
returned to work with full seniority and no back pay and his discharge letter will
be reduced to a final warning letter.

* * * * *

Case # Local 692, Long Beach, California, and
5-5-1960 Dealers Transit (Belyea Division)

OTR Claim of Clugston and Cook asking that they be compensated for
Dispute a round trip to Mercury, Nevada, plus work time because company
utilized own operators while Clugston and Cook were on layoff.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1962 Shippers Express

Dis- We wish to have the discharge of Ed Goguen from Shippers Express
charge heard before the Joint Western Committee in compliance with
Article 42, of the National Master Freight Agreement.

DECISION: (Main Committee - Transcript Page 188 - 5/12/65)
M/m/s/c/ that this case be sent back to the Joint Council 7 Labor Management
Committee to be heard on its merits.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1964 Western Gillette

Interpre- Interpretation of "Closing of Branches." Article 5, Section 6,
tation Item B-2. Union would like interpretation under Article 8 (a)
1 and 2 (b) (e) and (d) of the National Master Freight Agreement
on how to apply Article 5, Section 6, Item B-2, to the San
Francisco to Oakland move of Western Gillette Company.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1965 Lady's Choice Foods

Joint Article 55 - Holidays - Motion made and seconded that Frank
Council 7 Russell be paid. Company's position was "no." Deadlocked.
Dispute Article 51 - Section 4 - Handling Special Freight - Motion was
made that employees handling special freight receive \$1.60 per
day above regular wage scale. Company's position was "no."
Deadlocked.
Article 59 - Section 3 - Protective Clothing - Motion made and
seconded that the employer furnish protective clothing. Employer
failed to do so. Request employer to replace or compensate for
any and all damaged clothing. Employer's position "no." Deadlocked.

DECISION: (Main Committee - Transcript Page 515 - 5/14/65)
M/m/s/c/ that this dispute be sent back to Joint Council 7 grievance machinery
for possible settlement at that level and comply with the steps in our agreement
before we hear it here.

* * * * *

RECEIVED
JUN 11 1965

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

Monday - May 10, 1965, at 10:00 A. M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

* * * * *

The meeting was called to order at 10:00 A.M., Monday, May 10, 1965, by Joseph Diviny, Chairman.

1. Roll call of the Union members of the Joint Western Area Committee showed the following members present:

George King	Harry Bath
George Rohrer	Wm. O'Connell
Verne Milton	Fullmer Latter
Floyd Mendenhall	Robert Rampy
Guy Downing	Ted Merrill
Fred Hofmann	Clarence Lott
Bernard W. Volkoff	John LaNear

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, February 8, 1965, were approved as mailed.
3. In addition to those members of the Committee listed above, the following representatives of Local Unions, etc., were present in the meeting:

Al Brundage, Attorney	
John T. Williams	Local 208
Art Trimble	Local 741
Weldon A. Wirt	Local 224
Pete Kurbatoff	Local 235
Edward Shapiro	Local 208

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Ted Kaufman	Local 70
Dan Feins, Attorney	
W. B. Patton, Jr.	Local 208
Wm. Croysdill	Local 208
E. G. Johnson	Local 690
Frank Wilson	Local 467
G. E. Bedford	S. C. J. S. C.
J. Perkins	Local 692
Howard Yeager	Local 150
Ralph Patton	Local 468
Charles Royster	Local 70

Robert Mossberger	Local 17
E. DeCosta	Local 70
Jack Goldberger	I. B. T.
George Mock	I. B. T.
Merlin Griesel	Local 180
Leonard Wonenberg	Local 150
Art Hardy	Local 439
Eddy Dietrich	Local 208
Gene Shepherd	Local 180
Joe Arino	Local 70
Mr. Bayardo	Local 70
Mr. Olds	Local 690

4. The following Committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

O. T. R. (MAIN) COMMITTEE

Joseph Diviny-Chairman
Clyde Crosby
George King
Harry Bath
Verne Milton
Fullmer Latter
Fred Hofmann
Ted Merrill

Ernie Hincer - Secretary
Manny Joseph - Sgt. at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS

Gerald Shearin - Chairman
George Rohrer
Bernard Volkoff
Guy Downing

Ed Blackmarr - Secretary
Gene Bedford - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE

Bill Waggoner - Chairman
John LaNear
Floyd Mendenhall

Harry Kachadoorian
Robert Rampy
Wm. O'Connell

Joe Morrill - Secretary
Hugo Wagner - Sgt. at Arms

5. The following Powers of Attorney were approved by the Western Master Freight Division:

BBD Transportation Co., Inc. - Local P & D - Concurrence from L. U. 287 - Approved - WMFD - 3-8-65.

Bassco Drayage - Local P&D - Concurrence from L. U. 70 - 3-30-65 - Approved - WMFD - 4-14-65.

Cantlay and Tanzola, Division of Western Gillette - TT - Concurrence from L. U. 150 - 2-15-65 - Approved - WMFD - 2-24-65. Concurrence from L. U. 224 - 2-24-65 - Approved - WMFD - 3-8-65.

Certified Freight Lines, Inc. - Nat'l. M - OTR - Office - Concurrence from L. U. 357 - 3-25-65. Concurrence from L. U. 224 - 4-1-65 - Approved - WMFD - 4-14-65.

Powers of Attorney - (continued)

Haslett Warehouse Co., - OTR - TT - Concurrence from L.U. 150 - 2-15-65.
Approved - WMFD - 2-24-65.

Kern Valley Transfer - P&D - OTR - AT&S - Mechanics and Machinists Wage -
Concurrence from L.U. 224 - 2-1-65 - Concurrence from L.U. 87 - 1-28-65 -
Approved - WMFD - 2-24-65.

Murphy Transportation, Inc. - AT&S - Concurrence from L.U. 495 - 2-12-65 -
Approved - 2-24-65.

Pacific Transportation & Whse. Co. - AT&S - Concurrence from L.U. 495 -
3-18-65 - Approved - WMFD - 3-25-65.

Ralph Panella Trucking - 11 Western M & A & H - Concurrence from L.U. 150 -
Approved - WMFD - 4-28-65.

Plywood Carriers, Inc. - Local P&D - Concurrence from L.U. 70 - 3-8-65 -
Approved - WMFD - 3-12-65.

Rogers Trucking Co. - P&D - Concurrence from L.U. 208 - 4-29-65 - Approved -
WMFD - 5-6-65.

Smith Transportation Co. - P&D - Concurrence from L.U. 357 - 3-22-65 - Approved-
WMFD - 3-25-65.

Walkup's Merchants Express - OTR - P&D - Concurrence from L.U. 224 -
1-29-65 - . Concurrence from L.U. 381 - 1-28-65 - WMFD - 2-24-65 - . Concurrence
from L.U. 287 - 3-2-65 - Approved - WMFD - 3-8-65.

Walton Drayage - Local P&D - Concurrence from L.U. 70 - 2-18-65 - Approved -
WMFD - 2-24-65.

6. The following requests for Standard Contract participation were approved by
the Western Master Freight Division as of the dates shown and read into
the record:

Ace City Delivery and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Acme Cartage Co. and L.U. 154 - Nat'l. M - Office - Approved - WMFD-2-15-65.

American Consolidators and L.U. 208 - Nat'l. M - P&D - Approved-WMFD-4-9-65.

Astor Truck Rite and L.U. 208 - Nat'l. M - P&D -Approved-WMFD- 4-23-65.

Basin Truck Lines and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Bee Dee Transport and L.U. 208- Nat'l. M and P&D - Approved - WMFD - 4-9-65.

Blue Arrow Freight and L.U. 208 - Nat'l. M- P&D - Approved - WMFD - 2-16-65.

Burch Trucking Co. and L.U. 208 - Nat'l. M - P&D - Approved- WMFD - 4-15-65.

Cal-Freight Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Central Terminal Trucking and L.U. 208 - Nat'l. M - P&D - Approved-WMFD-4-15-65.

Standard Contract Participation - (continued)

City Transfer and L. U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Cunha Transportation and L. U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

Delleplaine Trucking and L. U. 208 - Nat'l. M - P&D-Approved-WMFD - 4-9-65.

Denver-Laramie-Walden Truck Lines and L. U. 307 - Nat'l. M - P&D - Approved - WMFD - 3-29-65.

Embee Trucking Co. and L. U. 208 - Nat'l. M - P&D - Approved-WMFD-4-9-65.

Evans & Childerhose Trucking and L. U. 578 - Nat'l. M - P&D - Approved - WMFD - 4-23-65.

Falcon Freight and L. U. 208 - Nat'l. M P&D - Approved- WMFD - 4-9-65.

Fletcher Oil and L. U. 208 - Eleven Western States Master - Oregon Transport Tanker - Approved - WMFD - 5-5-65.

Francia Freight Delivery and L. U. 208 - Nat'l. M - P&D - Approved-WMFD - 2-16-65.

Glass Transport and L. U. 208 - Nat'l. M - P&D -Approved - WMFD - 4-9-65.

Hardy Trucking Co. and L. U. 208 - Nat'l. M - P&D- Approved - WMFD -4-23-65.

Heller Trucking Service and L. U. 208 - Nat'l. M - P&D - Approved-WMFD-4-15-65.

Wm. W. Hughes Trucking and L. U. 208 - Nat'l. M - P&D-Approved-WMFD-4-9-65.

Kennedy Trucking and L. U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-15-65.

Major Truck Lines and L. U. 208 - Nat'l. M - P&D - Approved-WMFD - 4-9-65.

Mann Trucking and L. U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Merrifield Trucking and L. U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

Modern Trucking Service and L. U. 208 - Nat'l. M - P&D - Approved-WMFD-4-23-65.

Monasco Motor Freight and L. U. 208 -Nat'l. M - P&D - Approved -WMFD -4-15-65.

McKinny Express Service and L. U. 208 -Nat'l. M - P&D - Approved-WMFD-4-9-65.

O & H Trucking and L. U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Oak Harbor Freight and L. U. 411 - Nat'l. M - P&D-OTR - Approved-WMFD-3-8-65.

Oka Transfer Co. and .L. U. 208 - Nat'l. M - P&D - Approved - WMFD- 2-16-65.

Olmsted Transportation & Home Transfers and L. U. 411 - Nat'l. M - P&D - OTR - Approved - WMFD - 3-8-65.

Pacific Floor Products and L. U. 150 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Standard Contract Participation - (continued)

Pozas Bros. Trucking Co., Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Rams Express and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

Republic Carloading and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

Republic Van & Storage of Los Angeles, Inc. (Republic Machinery Movers) and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-15-65.

Rogers Trucking and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-23-65.

Truck Transport and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-5-5-65.

Sandoval Trucking and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

Santa Fe Trail Transportation Co. and L.U. 104 - Nat'l. M - OTR - Approved - WMFD - 3-10-65.

Senna Trucking Co., Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

Shepherd Transportation Co. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

Silvey Transportation Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Smiley Transportation and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

Star Forwarders, Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-4-9-65.

States Warehouse and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Sumner & Son Transportation and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

System Transport and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

T & C Transportation and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-29-65.

Tetro Bros. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Tikker Truck Inc., and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-4-15-65.

Trucking Unlimited and L.U. 150 - Nat'l. M - OTR - P&D - Approved - WMFD - 4-9-65 - L.U. 208 - Approved - WMFD - 4-15-65.

Webster Delivery Service, Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 2-16-65.

West Coast Cartage Co., Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-15-65.

Standard Contract Participation - (continued)

Wisinger Trucking Service and L.U. 150 - Nat'l. M - P&D-Approved - WMFD - 4-9-65.

West Transfer Co. and L.U. 154 - Nat'l. M - Office - Approved - WMFD - 2-15-65.

Yandell Truckaway and L.U. 431 - Nat'l. M - OTR - Approved-WMFD-3-9-65.

7. The following Riders and Agreements were approved by the Western Master Freight Division:

(A) Approval of the following Riders:

R-#272 - Kilbsy Tubesupply, Division of Republic Co. of California and Local Union No. 208. Rider to National Master Freight Agreement.

R-#29 - Haslett Warehouse and Local Union No. 315 and Local Union No. 150. Rider to the California-Arizona Transport Tank Supplement.

R-#46 (a) - Consolidated Freightways and Teamsters Local Union 190. Rider to Western States Area Pick-Up and Delivery Supplement.

R-#269 - Hardy Trucking and Teamsters Local Union 208. Rider to the Western States Area Pick-Up and Delivery Supplement.

R-#270 - Boulevard Transportation and Teamsters Local Unions 692, 208, 487, 235, 542. Rider to Western States Area Pick-Up and Delivery Supplement.

R-#376 - Consolidated Freightways, Inc. and Local Union 310. Rider to Western States Area Office Supplement.

R-#31 - Western Truck Manpower, Inc. and Teamsters Local Union 315. Rider to Joint Council No. 7 Local Pick-Up and Delivery Supplement.

R-#271 - Citizens Transportation Co. and Teamsters Local Union 467. Rider to Oilfield Equipment Wage Agreement.

R-#30 - Haslett Warehouse and Local Union 85. Rider to California-Arizona Tank.

B. Approval of the following Agreements:

Hercules Powder Company and Teamsters Local Union No. 378, Olympia, Washington. The company has agreed to the Western States Over-the-Road Pension and Health and Welfare provisions, but are also covered under the Central States Contract with Tri-State Motor Transit Company who does some of their work.

Local 287 - Office Employees Supplement - (DENIED).

The following Riders were approved at a later date:

R-#315 - and Teamsters Local 307 - Salt Creek Freightways

R-#316 - and Teamsters Local 307 - Burlington Truck Lines, Inc.

8. The report of the meeting of the Sleeper Cab Policy Committee Meeting of March 11, 1965 was read and discussed. "It was the opinion of the committee that when different domicile teams arrive at a mutual break point with no loads available to their home terminal, they shall send them out in the order of their arrival in the general direction of their home terminal."
9. The newly negotiated sub-contracting clause was thoroughly discussed. International Organizer, Roy Williams explained that it is part of the National Agreement now and it cannot be deleted from a Local Cartage Agreement.
10. A discussion was held on the Pacific Motor Trucking Co. - John Bridge grievance procedure. It was decided to have a meeting of the Locals involved and John Bridge to settle certain questions.
11. The meeting adjourned at 10:45 a.m., Monday, May 10, 1965.

CASES SUBMITTED TO MULTI-CONFERENCE COMMITTEE

IN WASHINGTON, D. C.

The following are cases that were originally submitted to the Multi-Conference Committee in Washington, D. C.

After analyzing the transcripts of these cases, it was returned to the Western Area with authority given Roy Williams and Ray Beagle to settle it.

Local 8/ Case 2-5-1752 The claim is to be paid by the employer.

" 180 Case 2-3-1763 This claim is to be paid by the employer.

" 180 Case 2-5-1768 Is withdrawn by the Union Committee because this team turned down a piece of equipment even though it was not the equipment that they normally drive.

not shown or agenda Case 11-4-1703 This has been withdrawn by the Union Committee due to dispatch rules which are agreed to by the parties.

Case 2-5-1818 This case was settled by the parties.

Case 2-5-1819 This was settled by the parties.

Case 2-5-1832 Remanded to be heard on its merits.

Case 8-4-1596 Settled and withdrawn by the Union because the mileage was paid over this route and mileage applies rather than hours.

Case 11-4-1658
Case 8-4-1527 These two cases shall be returned to the Multi-Conference Grievance Committee in Washington, due to a dispute involving the Over-the-Hill operation between Oakland, California, and Reno, Nevada.

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

Monday - May 10, 1965, at 10:00 A. M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

* * * * *

The meeting was called to order at 10:00 A.M., Monday, May 10, 1965, by Joseph Diviny, Chairman.

1. Roll call of the Union members of the Joint Western Area Committee showed the following members present:

George King	Harry Bath
George Rohrer	Wm. O'Connell
Verne Milton	Fullmer Latter
Floyd Mendenhall	Robert Rumpy
Guy Downing	Ted Merrill
Fred Hofmann	Clarence Lott
Bernard W. Volkoff	John LaNear

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, February 8, 1965, were approved as mailed.
3. In addition to those members of the Committee listed above, the following representatives of Local Unions, etc., were present in the meeting:

Al Brundage, Attorney	
John T. Williams	Local 208
Art Trimble	Local 741
Weldon A. Wirt	Local 224
Pete Kurbatoff	Local 235
Edward Shapiro	Local 208

Union Minutes
May 10, 1965

Ted Kaufman Local 70
 Dan Feins, Attorney
 W. B. Patton, Jr. Local 208
 Wm. Croysdill Local 208
 E. G. Johnson Local 690
 Frank Wilson Local 467
 G. E. Bedford S. C. J. S. C.
 J. Perkins Local 692
 Howard Yeager Local 150
 Ralph Patton Local 468
 Charles Royster Local 70

Robert Mossberger Local 17
 E. DeCosta Local 70
 Jack Goldberger I. B. T.
 George Mock I. B. T.
 Merlin Griesel Local 180
 Leonard Wonenberg Local 150
 Art Hardy Local 439
 Eddy Dietrich Local 208
 Gene Shepherd Local 180
 Joe Arino Local 70
 Mr. Bayardo Local 70
 Mr. Olds Local 690

4. The following Committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

O. T. R. (MAIN) COMMITTEE

Joseph Diviny-Chairman
 Clyde Crosby
 George King
 Harry Bath
 Verne Milton
 Fullmer Latter
 Fred Hofmann
 Ted Merrill

Ernie Hincer - Secretary
Manny Joseph - Sgt. at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS

Gerald Shearin - Chairman
 George Rohrer
 Bernard Volkoff
 Guy Downing

Ed Blackmarr - Secretary
Gene Bedford - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE

Bill Waggoner - Chairman
 John LaNear
 Floyd Mendenhall

Harry Kachadoorian
 Robert Rampy
 Wm. O'Connell

Joe Morrill - Secretary
Hugo Wagner - Sgt. at Arms

5. The following Powers of Attorney were approved by the Western Master Freight Division:

BBD Transportation Co., Inc. - Local P & D - Concurrence from L. U. 287 - Approved - WMFD - 3-8-65.

Bassco Drayage - Local P&D - Concurrence from L. U. 70 - 3-30-65 - Approved - WMFD - 4-14-65.

Cantlay and Tanzola, Division of Western Gillette - TT - Concurrence from L. U. 150 - 2-15-65 - Approved - WMFD - 2-24-65. Concurrence from L. U. 224 - 2-24-65 - Approved - WMFD - 3-8-65.

Certified Freight Lines, Inc. - Nat'l. M - OTR - Office - Concurrence from L. U. 357 - 3-25-65. Concurrence from L. U. 224 - 4-1-65 - Approved - WMFD - 4-14-65.

Powers of Attorney - (continued)

Haslett Warehouse Co., - OTR - TT - Concurrence from L.U. 150 - 2-15-65.
Approved - WMFD - 2-24-65.

Kern Valley Transfer - P&D - OTR - AT&S - Mechanics and Machinists Wage -
Concurrence from L.U. 224 - 2-1-65 - Concurrence from L.U. 87 - 1-28-65 -
Approved - WMFD - 2-24-65.

Murphy Transportation, Inc. - AT&S - Concurrence from L.U. 495 - 2-12-65 -
Approved - 2-24-65.

Pacific Transportation & Whse. Co. - AT&S - Concurrence from L.U. 495 -
3-18-65 - Approved - WMFD - 3-25-65.

Ralph Panella Trucking - 11 Western M & A & H - Concurrence from L.U. 150 -
Approved - WMFD - 4-28-65.

Plywood Carriers, Inc. - Local P&D - Concurrence from L.U. 70 - 3-8-65 -
Approved - WMFD - 3-12-65.

Rogers Trucking Co. - P&D - Concurrence from L.U. 208 - 4-29-65 - Approved -
WMFD - 5-6-65.

Smith Transportation Co. - P&D - Concurrence from L.U. 357 - 3-22-65 - Approved-
WMFD - 3-25-65.

Walkup's Merchants Express - OTR - P&D - Concurrence from L.U. 224 -
1-29-65 - . Concurrence from L.U. 381 - 1-28-65 - WMFD - 2-24-65 - . Concurrence
from L.U. 287 - 3-2-65 - Approved - WMFD - 3-8-65.

Walton Drayage - Local P&D - Concurrence from L.U. 70 - 2-18-65 - Approved -
WMFD - 2-24-65.

6. The following requests for Standard Contract participation were approved by
the Western Master Freight Division as of the dates shown and read into
the record:

Ace City Delivery and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Acme Cartage Co. and L.U. 154 - Nat'l. M - Office - Approved - WMFD-2-15-65.

American Consolidators and L.U. 208 - Nat'l. M - P&D - Approved-WMFD-4-9-65.

Astor Truck Rite and L.U. 208 - Nat'l. M - P&D -Approved-WMFD- 4-23-65.

Basin Truck Lines and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Bee Dee Transport and L.U. 208- Nat'l. M and P&D - Approved - WMFD - 4-9-65.

Blue Arrow Freight and L.U. 208 - Nat'l. M- P&D - Approved - WMFD - 2-16-65.

Burch Trucking Co. and L.U. 208 - Nat'l. M - P&D - Approved- WMFD - 4-15-65.

Cal-Freight Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Central Terminal Trucking and L.U. 208 - Nat'l. M - P&D - Approved-WMFD-4-15-65.

Standard Contract Participation - (continued)

City Transfer and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Cunha Transportation and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

Delleplaine Trucking and L.U. 208 - Nat'l. M - P&D-Approved-WMFD - 4-9-65.

Denver-Laramie-Walden Truck Lines and L.U. 307 - Nat'l. M - P&D - Approved - WMFD - 3-29-65.

Embee Trucking Co. and L.U. 208 - Nat'l. M - P&D - Approved-WMFD-4-9-65.

Evans & Childerhose Trucking and L.U. 578 - Nat'l. M - P&D - Approved - WMFD - 4-23-65.

Falcon Freight and L.U. 208 - Nat'l. M P&D - Approved- WMFD - 4-9-65.

Fletcher Oil and L.U. 208 - Eleven Western States Master - Oregon Transport Tanker - Approved - WMFD - 5-5-65.

Francia Freight Delivery and L.U. 208 - Nat'l. M - P&D - Approved-WMFD - 2-16-65.

Glass Transport and L.U. 208 - Nat'l. M - P&D -Approved - WMFD - 4-9-65.

Hardy Trucking Co. and L.U. 208 - Nat'l. M - P&D- Approved - WMFD -4-23-65.

Heller Trucking Service and L.U. 208 - Nat'l. M - P&D - Approved-WMFD-4-15-65.

Wm. W. Hughes Trucking and L.U. 208 - Nat'l. M - P&D-Approved-WMFD-4-9-65.

Kennedy Trucking and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-15-65.

Major Truck Lines and L.U. 208 - Nat'l. M - P&D - Approved-WMFD - 4-9-65.

Mann Trucking and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Merrifield Trucking and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

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Monasco Motor Freight and L.U. 208 -Nat'l. M - P&D - Approved -WMFD -4-15-65.

McKinny Express Service and L.U. 208 -Nat'l. M - P&D - Approved-WMFD-4-9-65.

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Oak Harbor Freight and L.U. 411 - Nat'l. M - P&D-OTR - Approved-WMFD-3-8-65.

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Pacific Floor Products and L.U. 150 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

Standard Contract Participation - (continued)

Pozas Bros. Trucking Co., Inc. and L.U. 208 - Nat'l. M - P&D - Approved - WMFD - 4-9-65.

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Republic Carloading and L.U. 208 - Nat'l. M - P&D - Approved - WMFD-2-16-65.

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Standard Contract Participation - (continued)

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10. A discussion was held on the Pacific Motor Trucking Co. - John Bridge grievance procedure. It was decided to have a meeting of the Locals involved and John Bridge to settle certain questions.
11. The meeting adjourned at 10:45 a.m., Monday, May 10, 1965.

MINUTES OF MEETING

JOINT WESTERN AREA COMMITTEE

May 10, 11, 12, 13, 14, 1965

SIR FRANCIS DRAKE HOTEL

SAN FRANCISCO - CALIFORNIA

* * * * *

The Joint Western Area Committee convened at 2:00 p.m., Monday, May 10, 1965, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of February 8, 9, 10, 11, 12, 1965, were approved as previously distributed.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The May, 1965 Agenda was approved as revised.
4. The previously appointed committees remain the same.
5. The proposed Rules of Procedure were referred to the original committee.
6. The Full Committee Meeting adjourned at 3:20 p.m.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Intermountain Express

8-4-1453

Local 81

We are requesting a clarification for George M. Gordon, Portland, P.I.E. line driver, and a statement from the Change of Operations Committee in regards to his attached request to the committee to delete from the decision J.W.C., Case #8-4-1453 the wording, "Senior bid Men", and replace it with "Senior Men."

DECISION: (Change of Operations Committee - Transcript Page 253 - 5/13/65) M/m/s/c that based on the facts of the operational change as set forth in the transcript of the previous hearing, and as clarified by the statements of the Company representative and driver Gordon on his own behalf, that the request of Mr. Gordon contained in his letter on file with this committee be denied, and that the previous decision of the committee in this case made August 12, 1964, is confirmed, and that the Company has complied in full with that decision.

* * * * *

Case # The Ringsby System

8-4-1577

Locals 81, 468.

It is our desire to change the presently established breaking point on our Oakland/Portland Division run from Medford, Oregon, to Yreka, California.

DISPOSITION: Withdrawn.

* * * * *

Case # United Buckingham Freightlines

11-4-1666

Local 483

Request for clarification of Change of Operation decision.

DISPOSITION: Postponed.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Intermountain Express

2-5-1721

Local 180

DISPATCH RULES COVERING: Kansas City & St. Louis "Thru" Operations to Los Angeles, via Alamosa and Los Angeles "Thru" Operation to Kansas City & St. Louis, via Alamosa.

DECISION: (Change of Operations Committee - Transcript Page 9 - 5/11/65)
It is the Chair's understanding that with the typographical change as noted, the dispatch rules as they appear in the agenda will be operative, and that if there are any future disagreements between the Company and the Union, the Labor Agreement in effect at the domicile of the team involved will control. Further, if there are any disputes in the future between the Company and the Union as to the items covered in sub-paragraphs (a), (b), and (c) of Paragraph 2, and Paragraph 4, that the Labor Agreement in effect at the domicile of the team involved will control.

* * * * *

Case # Pacific Intermountain Express

5-5-1835

Locals: 41, 81, 150, 180, 137, 222, 439, 468, 533, 544, 554, 690, 741, 600, 710, 961, 224.

1. Establish additional "thru" sleeper cab operations between Los Angeles, Oakland, Portland, Seattle and Salt Lake City, on the one hand; and Minneapolis - St. Paul, Chicago, Omaha, Kansas City and St. Louis, on the other; running to any point on a "thru" basis, with service to intermediate terminals.
2. The present break-points of Alamosa, Colorado; Denver, Colorado and Rawlins, Wyoming will be retained and utilized at the option of the company. Add Billings, Montana as an additional breakpoint.
3. Establish a "slip-seat" operation at home domicile points throughout the entire P-I-E system.

DECISION: (Change of Operations Committee - Transcript Page 127 - 5/12/65).

M/m/s/ and deadlocked that the Change of Operations change be denied.

NOTE: See Main Committee for final disposition.

Case # United Buckingham Freightlines

5-5-1836

Local 45.

PROPOSED CHANGE OF OPERATION: United Buckingham has now taken freight destined for Alberta, namely Lethbridge, Medicine Hat, Calgary, Red Deer and Edmonton, and routed that portion through their Great Falls, Montana terminal.

DISPOSITION: Withdrawn.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Pierce Freight Lines
5-5-1837 Division of Valley Copperstate System

Locals: 57, 81, 150, 324, 911, 962.

1. The Company proposes to lessen the number of relay schedules - which presently are bid on divisions between Portland, Oregon, and Sacramento, California - by converting one of those schedules to sleeper-cab operations.
2. The Company proposes to augment the sleeper-cab equipment, which presently is operating out of Portland, Oregon, and to utilize Portland-based, sleeper-cab equipment and drivers on schedules between Portland and Sacramento, and between Sacramento and Portland.

DECISION: (Change of Operations Committee - Transcript Page 60 - 5/12/65)
M/m/s/c that the Company's request to eliminate one single man relay schedule between Portland and Sacramento and to substitute sleeper-cab operations between those two points be approved, to be effective not earlier than June 15, 1965; provided that such substituted sleeper-cab operation be subject to the same restrictions as the Company's existing sleeper-cab operations. The four drivers (three at Medford and one at Sacramento) who are presently bid or assigned on the eliminated relay operation shall be entitled to super seniority on the substituted sleeper-cab operation under the provisions of Article 5, Section 6 (e) of the National Master Freight Agreement, but in the event any of those four men elect not to move, then the displaced drivers shall be offered employment at Portland under the provisions of Article 5, Section 6 (b) 2.

* * * * *

Case # The Santa Fe Trail Transportation Company
5-5-1838

Locals: 224, 104

The Santa Fe Trail Transportation Company is desirous of changing its present operation of one schedule per day from Los Angeles, California to Flagstaff, Arizona and its operation of its schedule from Wickenburg, Arizona to Ash Fork, Arizona and return.

DECISION: (Change of Operations Committee - Transcript Page 3 - 5/11/65).
M/m/s/c that in Case #5-5-1835 the committee retain jurisdiction and the parties meet and try to settle any misunderstandings.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # California Motor Express, Ltd.
5-5-1839
Locals: 150, 386

Our present operation has seven line drivers domiciled in Sacramento. With this change, six will remain. One will be transferred under the contractual terms to Modesto to handle turnaround operations.

DECISION: (Change of Operations Committee - Transcript Page 23 - 5/11/65) M/m/s/c that in Case #5-5-1839, the change be granted, and that the job opening at Modesto be offered to the Sacramento-domiciled line drivers on the basis of their terminal seniority at Sacramento. In case no one elects to exercise their seniority on this bid, the junior driver in Sacramento, based upon Sacramento terminal seniority, will be forced to move with the run or go on layoff status; this to be effected no sooner than June 15th.

* * * * *

Case # Pacific Intermountain Express Co.
5-5-1840
Locals: 224, 208, 357, 871.

Company proposes to deliver freight directly from Los Angeles to Pomona area with Los Angeles based men.

DECISION: (Change of Operations Committee - Transcript Page 35 - 5/12/65) M/m/s/c that the operational change proposed by the Company be approved as clarified on the record. One of the items being so clarified is that after the change is put into effect, the Company will not operate a dock in Pomona; that the displaced employees at Pomona be offered employment at the Company's Los Angeles terminal, in accordance with the provisions of Article 5, Section 6 (b) 2 of the National Master Freight Agreement; and that the proposed change be put into effect not earlier than June 1, 1965.

* * * * *

Case # Federal Refrigerated Transportation Company
5-5-1841
Locals: 224, 287, 386.

Effective on or before March 1, 1965, subject to availability of freight, we will break two trucks at San Jose, and one truck at Modesto, California.

DECISION: (Change of Operations Committee - Transcript Page 2 - 5/11/65) M/m/s/c that the Rules of Procedure of the Change of Operations have been complied with and the approved change is made a matter of record.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Texas-Arizona Motor Freight, Inc.

5-5-1842

Locals: 310, 941

The request change of this operation is to operate this schedule from El Paso, Texas to Bisbee, Arizona on a through basis with the drivers laying over in Bisbee and returning back to El Paso.

DECISION: (Change of Operations Committee - Transcript Page 105 - 5/12/65) M/m/s/c that the operational change requested by the company be approved as filed, and that the seniority of the displaced drivers be determined in accordance with the provisions of Article 5, Section 6 (e) of the National Master Freight Agreement.

* * * * *

Case # Pierce Freight

5-5-1843

Local 468

Union maintains Pierce is not paying the established miles over a route that they have paid in the past.

NOTE: Referred to Main Committee.

* * * * *

Case # United Buckingham Freight Lines

5-5-1844

Locals: 690, 741

Company proposes to redomicile 15 drivers and 15 tractors from Seattle to Spokane, Washington to operate from Spokane to all points in Washington except Hoquim, Olympia, Mount Vernon, Bellingham and Blaine, Washington.

DISPOSITION: Withdrawn.

* * * * *

Case # Los Angeles-Seattle Motor Express

5-5-1845 Labor Relations Division

Local: 741

Change of Operations 11-4-1607 did not permit LASME to dispatch singlemen "divisions" from Oakland with Seattle destined loads when Seattle sleeper teams were available.

(continued on Page 6)

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* * * * *

Case #
5-5-1845

(continued)

DECISION: (Change of Operations Committee - Transcript Page 11 - 5/11/65)
M/m/s/c that there is nothing in the decision of this committee in Case 11-4-1607 which prevents the Company from dispatching its Oakland-based bid relay men with Seattle-destined freight northbound to Portland ahead of Seattle-based sleeper teams on lay at Oakland; and that under the facts as stated by the parties, the Company is not in violation of this Committee's decision in that case.

* * * * *

Case # Consolidated Freightways
5-5-1846
Local: 961

At the present time, we are operating between Scottsbluff, Nebraska and Denver, Colorado. This operation is functioning on the basis of one man living in Scottsbluff, Nebraska and running a turnaround run between Scottsbluff, Nebraska and Cheyenne, Wyoming. We also have a turnaround run operating between Denver, Colorado and Cheyenne, Wyoming that meets the turnaround run from Scottsbluff, Nebraska.
It is the Company's intention to do away with both of these turnaround runs.

DISPOSITION: (Change of Operations Committee - Transcript Page 110-5/12/65)
It was requested by the parties involved that the committee retain jurisdiction of this case until the August, 1965 meeting.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Motor Trucking Company

5-5-1961

Local 468

By agreement between Pacific Motor Trucking Company and Teamsters Local No. 468, the present short line run from Oakland to Santa Rosa and return, with other duties as assigned, will be discontinued and be replaced with a new run from Oakland to San Rafael, Vallejo, and return, with other duties as assigned, effective May 10, 1965.

DECISION: (Change of Operations Committee - Transcript Page 7 - 5/11/65)
The present short line run from Oakland to Santa Rosa and return, with other duties assigned, will be discontinued and be replaced with a new run from Oakland to San Rafael, Vallejo and return, with other duties assigned, effective May 10/65.

* * * * *

Case # Watson-Wilson Transportation System

5-5-1963

Locals: 104, 180, 224, 468.

We propose to eliminate sleeper operations and replace with relay operations. Drivers will be domiciled at Oakland, Los Angeles, Phoenix, Barstow, Flagstaff and Amarillo.

DECISION: (Change of Operations Committee - Transcript Page 267 - 5/13/65)
M/m/s/c that the operational change be approved as filed and clarified on the record, with the following provisos:

1. If in the future the Company activates new terminals, such as Fresno, Bakersfield, San Diego, Tuscon, or any other points not named in the instant case, and the manning of such new point involves the transfer of drivers employed at or power equipment domiciled at operating terminals, the Company must first comply with the appropriate provisions of the Agreement.
2. The manner in which the drivers shall man the available jobs in the changed operation shall be determined by the applicable articles of the Agreement, as follows:
(a) The remaining available jobs at the Company's presently operated terminals shall be filled by the jobs being first offered to the drivers having seniority in that terminal, taking into consideration all the applicable rules of both the Agreement and prior changes of operations granted to the Company.

(continued on Page 8)

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Watson-Wilson Transportation System
5-5-1963

Locals: 104, 180, 224, 468.

(continued)

DECISION: (continued)

(b) Drivers who are without jobs at their home terminal, either by not having enough terminal seniority at that terminal to hold a job there, or by not exercising their seniority on such jobs, shall be integrated into a common pool of drivers, Company seniority being the determining factor, and all remaining jobs in the entire area shall be offered to this pool of drivers and the jobs shall be awarded to the senior drivers making application for same.

(c) Drivers electing to not exercise their seniority on any of the available jobs or who do not have enough seniority to obtain any of the available jobs, shall be placed on layoff status at their home terminal and shall have first choice at any available jobs that may come open at said driver's home terminal.

(d) Job openings occurring at any new terminal in the area activated after this change of operations has been put into effect shall be offered first to the unemployed drivers remaining in the above-mentioned pool of drivers outlined in sub-paragraph (b) above, and shall be awarded on a Company seniority basis.

3. This approval is subject to approval of the eastern portion of the proposed change by the appropriate Central States Committee and shall be placed into effect not earlier than the effective date of the Central States approval.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
11-4-1621 Consolidated Freightways

P & D Local 190 requests that this Company bid a hostler position.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
2-5-1726 Consolidated Freightways, Inc.

P & D This claim filed on behalf of Hodges, Lucero, Hansen, and
Dispute Garrimone, because of the company shipping out pickup and
delivery equipment to other terminals and letting this work out
to people not in the bargaining unit.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
2-5-1728 Santa Fe Trail Transportation Co.

P & D Employees Raymond Koch and George Lennick claim loss of
Dispute pay in the amount of \$72.06 for Koch and \$38.70 for Lennick,
because Company violated the piggyback crew provisions of the
Pick-Up and Delivery Supplement.

DECISION: (Committee for Local Operations - Transcript Page 2 - 5/11/65)
M/m/s/c that in this case if two power units were being used to load or unload
on different tracks and these tracks could be worked from the same catwalk,
then the Union claim is denied. If the tracks being used in this case by two power
units had to be worked other than from one common catwalk, the claim of the
Union is upheld.

NOTE: This decision was protested by Local 17 to the Main Committee. See Main
Committee.

* * * * *

Case # Local 357, Los Angeles, California, and
2-5-1744 Transcon Lines

P & D R. P. Freeney claims 6 1/2 hours pay, in the amount of \$31.98
Dispute for violation of his seniority on the following dates: 8/28/64,
8/31/64, and 9/16/64.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
2-5-1816 California Motor Express

P & D Company refuses to post regular runs and positions for bid.
Dispute

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
2-5-1817 I. M. L. Freightlines

P & D Sunday, September 6, 1964, John Harman and Joe Romero
Dispute runaround me (Richard Paul Dille) to Ogden.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1847 Burlington Truck Lines.

P & D Jess E. Lange claims \$12.48 for over-time worked
Dispute Saturday, January 2, 1965, because his bid is Monday through
Friday.

DECISION: (Committee for Local Operations - Transcript Page 65 - 5/12/65)
M/m/s/c/ that due to the fact that the Main Committee has rendered a previous
decision on the subject matter of Case #5-5-1847 and Case #5-5-1848 in prior
Case #8-4-1466 we hereby refer these cases to the Main Committee for hearing.
NOTE: See Main Committee for final disposition.

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Case # Local 17, Denver, Colorado, and
5-5-1848 Burlington Truck Lines

P & D David Brungardt claims his seniority was violated January 2/65
Dispute when the company called Jess Lange, a 20% to work. Saturday
a premium day.

DECISION: (Committee for Local Operations - Transcript Page 65 - 5/12/65)
M/m/s/c/ that due to the fact that the Main Committee has rendered a previous
decision on the subject matter of Case #5-5-1847 and Case #5-5-1848 in prior
Case #8-4-1466, we hereby refer these cases to the Main Committee for hearing.
NOTE: See Main Committee for final disposition.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 17, Denver, Colorado, and
5-5-1849 Burlington Truck Lines

P & D David Brungardt claims on Friday, January 15, 1965, Burlington
Dispute Truck Line dispatched a road driver, Mr. Ridgeway from Casper,
Wyoming to Brighton, Colorado. This is Local #17 jurisdiction.

DECISION: (Committee for Local Operations - Transcript Page 84 - 5/12/65)
M/m/s/c/ that based on the facts presented in this particular case, I move that
Brungardt be paid two hours pay at the straight time rate of pay.

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Case # Local 17, Denver, Colorado, and
5-5-1850 Denver-Chicago Trucking Co., Inc.

P & D Employees Joseph Quintana, Ronald Strachen, Leo O'Brien,
Dispute Buford Templeton, Paul Crespín and Gen Bernath, each claim
they were receiving a personalized rate of pay until about
December 10, 1964, when they had their hourly rate reduced
from \$3.12 to \$3.02 per hour.

DECISION: (Committee for Local Operations - Transcript Page 139 - 5/13/65)
M/m/s/c/ to accept the following stipulated agreement: The parties have
agreed that up to the date when the company rebid all of the jobs on the dock, that
the company will pick up a 10 cent differential for the men involved in this
grievance, and as of the new bid the personalized rates will be washed out.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1851 Denver-Chicago Trucking Co., Inc.

P & D Employees Darold A. Rasher, John Rossi, and Phillip Jacobs,
Dispute each claim a pay loss of \$18.72 on February 17, 1965, by the
Company using casuals when the above employees were available
for overtime.

DECISION: (Committee for Local Operations - Transcript Page 198 - 5/13/65)
M/m/s/c/ that based on the facts presented in this case, the claims of Rasher,
Rossi, and Jacobs be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1852 Consolidated Freightways, Inc.

P & D On January 19, 1965, the Company called Myers to work,
Dispute by-passing Peel. Myers worked 3 days in January and Peel
only worked 2. The Union contends that both men have the
same qualifications, therefore, the Union is claiming runaround
pay for Maxwell Peel for January 19th.

DECISION: (Committee for Local Operations - Transcript Page 150 - 5/13/65)
M/m/s/c/ that based on the facts presented in this case, the claim of the
Union be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1853 McCracken Brothers Motor Freight

P & D The Union is claiming five days pay for Local 81 employee
Dispute Hinkle for the period he was laid off; December 7, 1964, to
January 4, 1965, for work that was performed by a Local 255
employee Husson. Also, the Union is asking for pay for three
holidays; December 24th, Christmas Day, and New Years Day.

DECISION: (Committee for Local Operations - Transcript Page 182 - 5/13/65)
M/m/s/c/ that based on the facts presented in this case, Hinkle be paid four
eight hour days at his straight time rate in full settlement of this case.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1854 Silver Eagle Company

P & D Local Union No. 81 is claiming that Silver Eagle Company is
Dispute in violation of Article 45 of the Pick-Up and Delivery, Local
Cartage and Dock Workers Supplemental Agreement by refusing
to pay medical expenses incurred by employee Norman Gouveia.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
5-5-1855 United Buckingham Freight Lines

P & D Local 190 requests nine (9) hours pay at over-time rate for
Dispute Paul P. Reichert for work performed on Sunday, December
27, 1964.

DECISION: (Committee for Local Operations - Transcript Page 125 - 5/12/65)
M/m/s/c/ that the claim of Paul Reichert be allowed.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1856 Exley Express

P & D On December 7, 1964, this member was released from duty
Dispute when there was more work to be done, which is local work. The
Company later sent Line drivers out of Portland, Oregon, from
L. A. dock to harbor to pick up trailers to head North.

DECISION: (Committee for Local Operations - Transcript Page 168 - 5/13/65)
M/m/s/c/ that the money claim of the Union be denied.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1857 Milne Truck Lines

P & D The Company sent Thompson to the Drivers Testing Center
Dispute and they also released him for work, however, the Company
refused to put him to work.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1858 O.N.C. Motor Freight System

P & D Company refuses to bid jobs correctly and according to
Dispute qualifications.

DECISION: (Committee for Local Operations - Transcript Page 20 - 5/11/65)
M/m/s/c/ that any restrictions imposed upon the men for bidding purposes
other than license qualifications be forbidden, and the Company is obligated to
familiarize employees bidding to the harbor or other areas where any other
knowledge is necessary to handle those positions. And all positions shall be
rebid in accordance with this motion.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-5-1859 Los Angeles-Seattle Motor Express

Request
for In view of an obvious mathematical error contained in
Clarifica- Case #11-4-1628, Local Union 357 respectfully requests a
tion clarification of the decision rendered in this case.

DECISION: (Committee for Local Operations - Transcript Page 160 - 5/13/65)
M/m/s/c/ that as a result of a mathematical error in Case #11-4-1628, in
connection with the personalized rate of pay for Chriswan, Montelango and
Hernandez, the Company be directed to pay one-half cent per hour increase with
the first full pay period following May 13, 1965.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1860 O.N.C. Motor Freight System

P & D Complaint by Alexandria: "On 11-16-64, I was laid off because
Dispute of lack of work. The Company used casuals on the 17th and
20th of November, therefore, in agreement with the contract,
I am asking for two days pay, as the senior man laid off as per
contract.

DECISION: (Committee for Local Operations - Transcript Page 42 - 5/11/65)
M/m/s/c/ that this case be remanded to the Main Committee as the Committee
feels there is an interpretive question involved.

NOTE: See Main Committee for final disposition.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1861 Transcon Lines

P & D Complaint by Crocker: "I was sent home after working 4 hours
Dispute and Company kept bird-doggers for 8 hours.

Complaint by Cunningham: "I was sent home after working four
(4) hours and the Company kept bird-doggers on for eight (8) hours.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 448, Missoula, Montana, and
5-5-1862 Northern Pacific Transport Co.

P & D Request for night shift differential of 10¢ per hour for
Dispute Northern Pacific employee, Fred Wilkerson.

DECISION: (Committee for Local Operations - Transcript Page 133 - 5/12/65)
M/m/s/c/ that due to the confusing conditions and facts involved in this case
the position of the Union be upheld, and hereafter the principle as outlined in
JWC Case #1-79 be applied to all new employees.

* * * * *

Case # Local 483, Boise, Idaho, and
5-5-1863 Pacific Intermountain Express

P & D The Union claims that Sturgis should have been dispatched on
Dispute the run since he was the senior man.

DECISION: (Committee for Local Operations - Transcript Page 57 - 5/11/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1864 Oregon-Nevada-California Fast Freight

P & D On the day in question, Victor Carlson, a qualified man, was
Dispute passed over in favor of a junior man, even though Carlson had
signed the premium day sign-up sheet.

DECISION: (Committee for Local Operations - Transcript Page 117 - 5/12/65)
M/m/s/c/ that the claim of the Union be denied.

NOTE: The above decision was protested to the Main Committee. See Main
Committee for final disposition.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1865 Sea Land Service, Inc.

P & D This case concerns junior employees being assigned to unload
Dispute beer from rail cars at the Company terminal.

DECISION: (Committee for Local Operations - Transcript Page 94 - 5/12/65)
M/m/s/c/ that based on the specific facts presented in this case, the claim
of the Union be upheld.

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REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

* * * * *

Case # (L-326) RICHARD BERENS, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways. Request is for a period of ninety (90) days, effective March 1, 1965, for the purpose of assuming the duties of Sales Representative on a trial basis.

DECISION: (Sub-Committee - Transcript Page 205 - 5/13/65) Request Approved.

(L-327) CLARENCE GATFIELD, member of Local 208, Los Angeles, California. Employee of States Warehouses, Inc. Request is for a period of thirty (30) days, effective January 21, 1965, for the purpose of an opportunity to become part of the Management group for States Warehouses, Inc.

DECISION: (Sub-Committee - Transcript Page 206 - 5/13/65) Request Approved.

(L-328) DELMA EUGENE GUTHRIE, member of Local 208, Los Angeles, California. Employee of I. C. X. (Illinois - California Express). Request is for a period of ninety (90) days, effective March 2, 1965, for the purpose of trying out as a Solicitor for I. C. X.

DECISION: (Sub-Committee - Transcript Page 207 - 5/13/65) Request Approved.

(L-329) DANNY MARTENEZ, member of Local 208, Los Angeles, California. Employee of Texas-Arizona Motor Freight, Inc. Request is for a period of ninety (90) days, effective February 4, 1965, for the purpose of Supervision.

DECISION: (Sub-Committee - Transcript Page 208 - 5/13/65) Request Approved.

(L-330) Q. G. PETERSON, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of thirty (30) days, effective February 20, 1965, for the purpose of providing relief coverage during vacation period for linehaul dispatch clerk.

DECISION: (Sub-Committee - Transcript Page 209 - 5/13/65) Request Approved.

(L-331) ROY J. WITT, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways, Inc. Request is for a period of ninety (90) days, effective March 1, 1965, for the purpose of Assistant Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 210 - 5/13/65) Request Approved.

(L-332) DALE NICHOLS, member of Local 741, Seattle, Washington. Employee of O. N. C. Motor Freight System. Request is for a period of ninety (90) days, effective March 22, 1965, for the purpose of taking a Supervisor's position at the Seattle terminal.

DECISION: (Sub-Committee - Transcript Page 211 - 5/13/65) Request Approved.

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JWAC Minutes

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1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # (L-333) GERALD L. NICHOLS, member of Local 208, Los Angeles, California. Employee of Transport Cartage and Distributing Co. Request is for a period of thirty (30) days, effective March 15, 1965, for the purpose of taking a non-covered position with the company.

DECISION: (Sub-Committee - Transcript Page 212 - 5/13/65) Request Approved.

(L-334) HAROLD SELESKY, member of Local 224, Los Angeles, California. Employee of Arizona Pacific Tank Lines. Request is for a period of ninety (90) days, effective February 1, 1965, for the purpose of performing non-covered occupational duties.

DECISION: (Sub-Committee - Transcript Page 213 - 5/13/65) Request Approved.

(L-335) JOSEPH ROLAND FALLABEL, member of Local 357, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of ninety (90) days, effective March 15, 1965, for the purpose of a non-covered position (Salesman).

DECISION: (Sub-Committee - Transcript Page 214 - 5/13/65) Request Approved.

(L-336) LEONARD WONNENBERG, member of Local 150, Sacramento, California. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective April 1, 1965, for the purpose of working for Local 150.

DECISION: (Sub-Committee - Transcript Page 215 - 5/13/65) Request Approved.

(L-337) PAUL RIGGS, member of Local 898, El Centro, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective March 16, 1965, for the purpose of driving line until regular driver, William Burns returns from illness.

DECISION: (Sub-Committee - Transcript Page 216 - 5/13/65)

This case is improper before this Committee.

(L-338) EDWARD G. PRYOR, member of Local 357, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of ninety (90) days, effective April 9, 1965, for the purpose of Dispatcher, the duties of which are not covered by Western States Area Master Freight Agreement. Employer will make the required Pension Fund and Health & Welfare payments during leave of absence.

DECISION: (Sub-Committee - Transcript Page 217 - 5/13/65) Request Approved.

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JWAC Minutes

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1965

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # (L-339) LOUIS C. BROWN, member of Local 357, Los Angeles, California. Employee of Walkup's Merchants Express. Request is for a period of ninety (90) days, effective April 12, 1965, for the purpose of taking position as Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 218 - 5/13/65) Request Approved.

(L-340) CHARLES E. EVANS, member of Local 961, Denver, Colorado. Employee of Ruan Transport Corporation. Request is for a period of ninety (90) days, effective April 12, 1965, for the purpose of working as a driver supervisor.

DECISION: (Sub-Committee - Transcript Page 219 - 5/13/65) Request Approved.

(L-341) JERRY A. YOST, member of Local 17, Denver, Colorado. Employee of Salt Creek Freightways. Request is for a period of ninety (90) days, effective April 19/65, for the purpose of assuming the duties of an Assistant Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 220 - 5/13/65) Request Approved.

(L-342) BLAINE D. KIMBALL, member of Local 357, Los Angeles, California. Employee of Transport Cartage and Distributing Co. Request is for a period of ninety (90) days, effective April 26, 1965, for the purpose of taking a non-covered position with the company.

DECISION: (Sub-Committee - Transcript Page 221 - 5/13/65) Request Approved.

(L-343) FRANKLYN A. WEAVER, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective May 3, 1965, for the purpose of training for and providing vacation relief coverage of "non-covered position" of Dispatch Clerk.

DECISION: (Sub-Committee - Transcript Page 222 - 5/13/65) Request Approved.

(L-344) DALE STEAD, member of Local 137, Marysville, California. Employee of Associated Transportation Inc. Request is for a period of ninety (90) days, effective April 1, 1965, for the purpose of - work slack with present employer - has opportunity to work for another employer for short period until he can be re-called to original employer.

DECISION: (Sub-Committee - Transcript Page 223 - 5/13/65)

This case is improper before this Committee.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 386, Modesto, California, and
5-5-1950 O.N.C. Motor Freight System

P & D Company changed Sam Parks' starting time without 3 day
Dispute notice.

DECISION: (Committee for Local Operations - Transcript Page 112 - 5/12/65)
M/m/s/c/ that the position of the Union be upheld.

* * * * *

The following cases were sent to the Committee for Local Operations by the
Main Committee with the understanding of the parties that the decisions will be
final and binding and will not go back to the Main Committee:

#5-5-1910	#5-5-1949
#5-5-1911	#5-5-1954
#5-5-1914	#5-5-1957
#5-5-1938	#5-5-1958
	#5-5-1959

NOTE: The decisions of these cases will be found in the Main
Committee Section.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-4-1233 Navajo Freight Lines

OTR Strom and Robertson claim three hours meal time and 1/2 cent
Dispute a mile for 1,052 miles on two separate trips while hauling
Class "B" explosives. The explosives in question did not carry
the term "fixed."

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 17, Denver, Colorado, and
2-5-1728 Santa Fe Trail Transportation Co.

P & D Employees Raymond Koch and George Lennick claim loss of
Dispute pay in the amount of \$72.06 for Koch and \$38.70 for Lennick,
because Company violated the piggyback crew provisions of
the Pick-Up and Delivery Supplement.

NOTE: Upon the report of the Sub-Committee for Local Operations being presented
to the Main Committee in Case #2-5-1728 the decision of the Committee for Local
Operations Sub-Committee was protested.

DECISION: (Main Committee - Transcript Page 537 - 5/14/65)

M/m/s/ and deadlocked that the decision of the P & D Committee in Case #2-5-1728
be upheld with the understanding, however, that this decision does not preclude
Local 17 from filing a Maintenance of Standards on this situation.

NOTE: M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 57, Eugene, Oregon, and
2-5-1729 Consolidated Freightways, Inc.

P & D The Union contends that due to past practice, Troup should have
Dispute received no less than 120 hours pay, three forty hour weeks,
because the intent of the Vacation Clause was not to reduce a long
time employee's benefits.

DECISION: (Main Committee - Transcript Page 479 - 5/13/65)

M/m/s/ and deadlocked that the claim of the Union be denied.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
2-5-1735 Pacific Motor Trucking

P & D
Dispute On 9/16 and 17, Jenkins delivered groceries to various
grocery stores. We claim the Grocery Drivers Wage Scale for
these days.

DECISION: (Main Committee - Transcript Page 441 - 5/13/65)
M/m/s/c/ that based on the transcripts of these two cases, the claim of
the Union be upheld.

NOTE: This same decision applies to Case #2-5-1736.

* * * * *

Case # Local 208, Los Angeles, California, and
2-5-1736 Pacific Motor Trucking

P & D
Dispute On 10/1/64, Federico delivered groceries to various grocery
stores. We claim Grocery Drivers Wage Scale.

DECISION: (Main Committee - Transcript Page 441 - 5/13/65)
M/m/s/c/ that based on the transcripts of these two cases, the claim of the
Union be upheld.

NOTE: This same decision applies to Case #2-5-1735.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
2-5-1753 Los Angeles-Seattle Motor Express

OTR Local Union 81, Portland, is claiming runaround pay for
Dispute driver Demarest, from Los Angeles-Seattle Motor Express
for a runaround incurred on 9-22-64.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
2-5-1754 Los Angeles-Seattle Motor Express

OTR Local Union 81 alleges that the Company failed to furnish
Dispute transportation to line drivers at their relay point of Yreka,
California.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 180, Los Angeles, California, and
2-5-1759 Pacific Intermountain Express

OTR Local 180 takes the position that Pacific Intermountain Express
Dispute owes O. C. Winn and G. Young, 8 1/2 hours runaround time at
the rate of \$3.07 per hour.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs P.M.T.) Union claims an agreement
Dispute between Locals 70 and 85 prohibits the employer from sending a
bobtail unit from one jurisdiction into the other to pick up a full
box and return in a Transbay operation.
LD-1550 (Local 85 vs P.M.T.) Case returned to this committee
as no accord reached when case referred to the Negotiating
Committee.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
2-5-1772 Pacific Intermountain Express

OTR Local 180 takes the position Pacific Intermountain Express should
Dispute pay J. E. McKelvey and A. R. Wilson, 10 1/2 hours at the rate
of \$3.07 per hour for abuse of free time.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
2-5-1780 Western

OTR Money claim Larry Vargus. Union claims Oakland driver
Dispute bobtailed out of Oakland to San Jose, picked up a loaded set of
trailers, took them to Tulare, when he met a Los Angeles
driver and exchanged loads and returned with a set of trailers
to Oakland.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 468, Oakland, California, and
2-5-1787 Pierce Freightlines, Inc.

OTR Union maintains that Pierce Freightlines has to pay check and
Dispute fuel as they have in the past.

DECISION: (Main Committee - Transcript Page 54 - 5/11/65)

M/m/s/c/ that the claim of the Union is upheld, with this exception; that if there
is any carrier running between these points that merely have a check point for
tires, where they merely check the tires and that is all, and there is no Article 6
or maintenance of standards practice involved, those companies will not have to
pay for the bumping of tires where there hasn't been any previous understanding
on it.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
2-5-1790 Consolidated Freightways, Alaska Division

OTR It is the contention of the Union that this Company be obligated
Dispute to pay these items, chain time and fuel time, in conformity to
other sleeper cab operators under this Agreement.

DISPOSITION: (Main Committee - Transcript Page 71 - 5/11/65)
This committee will retain jurisdiction on this case with the understanding that
Mr. Dickman and Art Trimble will investigate the facts.

* * * * *

Case # Local 741, Seattle, Washington, and
2-5-1791 Consolidated Freightways, Inc.

OTR It is the position of Local 741 that in this case, where complete
Dispute units were changed in Seattle north bound, that such changing is
contrary to the Change of Operations Case #3-259 and Bruce Beers,
a Seattle board driver who did not work, should be compensated
for a minimum day's pay.

DECISION: (Main Committee - Transcript Page 80 - 5/11/65)
M/m/s/c/ that based on Case #3-259 the claim of the Union be allowed.

* * * * *

Case # Local 741, Seattle, Washington, and
2-5-1795 United Buckingham Freight Lines

Interpre- Cases #1090 - #1091 - #1092 - #1093 - #1094 - #1095 -
tation #1096 and #1097 - are request for interpretation of foreign
based line drivers dropping and picking in Seattle.

DECISION: (Main Committee - Transcript Page 333 - 5/13/65)
M/m/s/c/ that in Case #2-5-1795 the committee retain jurisdiction until the
next meeting of the JWAC, and that the Company come in with the proposed change
that they discussed here before the committee which would eliminate and clarify
many of the runs in question. If they do that, then we will relinquish jurisdiction.

* * * * *

Case # Local 890, Salinas, California, and
2-5-1800 Delta Lines

P & D Burris D. Weaver claiming time and one-half for 8 hours on
Dispute Saturday, October 24, 1964.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 483, Boise, Idaho, and Local 222, and
2-5-1822 Consolidated - P.I.E. - I.M.L. - and Garrett Freightlines

OTR The Union is asking that the employers named above submit
Interpre to this committee the dates they have handled frozen food from
tation Burley plant and also let a dock man be paid dock rate of pay
for work the drivers have been doing in his stead.

DECISION: (Main Committee - Transcript Page 110 - 5/11/65)
M/m/s/c/ that the Local Unions and the Companies involved, and the International
Organizer, George Rohrer, meet, go out and look the situation over, sit down
and negotiate a settlement, or attempt to. If they can't, this committee will
retain jurisdiction and hear the case at the next meeting.

* * * * *

Case # Local 483, Boise, Idaho, and
2-5-1823 Garrett Freightlines

Interpre- Garrett Freightlines here in Boise has had two employees who
tation worked from July, 1964 until November, 1964, and one from
July, 1964 until latter part of November, 1964.; these jobs
were not posted.
This Union would like an interpretation on the above, on how
long a job or position can be held without a bid.

DECISION: (Main Committee - Transcript Page 104 - 5/11/65)
M/m/s/c/ that in this case the decision is that you would use a 30 day period
as a guide line to determine regularity and that jobs beyond that period would
be posted for bid.

* * * * *

Case # Local 483, Boise, Idaho, and
2-5-1824 I.M.L. Freightlines

OTR The Union claims a runaround on behalf of Ronald Barnhart.
Dispute

DECISION: (Main Committee - Transcript Page 99 - 5/11/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 468, Oakland, California, and
2-5-1825 O.N.C.

OTR CB-#1397 - Money claim for Turner - Case CB-#1398 money
Dispute claim for Brown. Union claims difference in pay of \$13.05.

DECISION: (Main Committee - Transcript Page 204 - 5/12/65)
M/m/s/c/ that the position of the Union be upheld.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
2-5-1826 O.N.C.

OTR Money claim for Trafton. Union claims 3 hours minimum
Dispute guarantee because driver did not get out at the beginning of the
16 hours.

DECISION: (Main Committee - Transcript Page 211 - 5/12/65)

M/m/s/c/ that the claim of the Union be upheld.

NOTE: the motion was made with the clear understanding that we do now have an interpretation of the particular three-hour provision of the Contract, which is, if a man comes to work and is called to work and his truck is on the ready line, and you can prove it is on the ready line, and the man gets his bills, goes out, and during his normal check, that if he finds that something is wrong he gets shop time. If the truck is not ready in the shop or isn't ready, regardless of whether it's in the shop or not, and they hand him his bills, then the three hours apply providing the 15 hours catch him.

* * * * *

Case # Local 81, Portland, Oregon, and
2-5-1828 Interstate Freight Lines, Inc.

P & D Local Union 81 is claiming that Interstate Freight Lines, Inc.
Dispute is in violation of Article 48, Section 13, of the Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement.

DECISION: (Main Committee - Transcript Page 483 - 5/14/65)

M/m/s/ and deadlocked that the claim of the Union be upheld.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 70, Oakland, California, and
2-5-1831 O.N.C.

Joint Telles claims 1 1/2 pay for shift in which he pulled van to
Council 7 pig-ramp.
Dispute

DECISION: (Main Committee - Transcript Page 389 - 5/13/65)

M/m/s/c/ that the position of the Union be upheld.

* * * * *

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Intermountain Express

5-5-1835

Locals: 41, 81, 150, 180, 137, 222, 439, 468, 533, 544, 554, 690, 741, 600, 710, 961, 224.

1. Establish additional "thru" sleeper cab operations between Los Angeles, Oakland, Portland, Seattle and Salt Lake City, on the one hand; and Minneapolis - St. Paul, Chicago, Omaha, Kansas City and St. Louis, on the other; running to any point on a "thru" basis, with service to intermediate terminals.
2. The present break-points of Alamosa, Colorado; Denver, Colorado and Rawlins, Wyoming will be retained and utilized at the option of the company. Add Billings, Montana as an additional breakpoint.
3. Establish a "slip-seat" operation at home domicile points throughout the entire P.I.E. system.

DECISION: (Main Committee - Transcript Page 507 - 5/14/65)
M/m/s/ and deadlocked that the Change of Operations request be denied.
The action of the Change of Operations Sub-Committee was concurred with by the Main Committee.

* * * * *

Case # Pierce Freight

5-5-1843

Local: 468

Clarification

Union maintains Pierce is not paying the established miles over a route that they have paid in the past.

DECISION: (Main Committee - Transcript Page 488 - 5/14/65)
M/m/s/c/ that the 1/6 formula of the Contract be applied in reducing the miles and the Company be allowed to take 1/6 as of the date of the change and another sixth July 1, 1965.

* * * * *

Case # Local 17, Denver, Colorado, and

5-5-1847 Burlington Truck Lines

P & D Jess E. Lange claims \$12.48 for over-time worked Saturday,
Dispute January 2, 1965, because his bid is Monday through Friday.

DECISION: (Main Committee - Transcript Page 540 - 5/14/65)
M/m/s/c/ that in Cases 5-5-1847 and 5-5-1848 the claim of the Union be paid.

* * * * *

JWAC Minutes

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1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1848 Burlington Truck Lines

P & D David Brungardt claims his seniority was violated January
Dispute 2, 1965, when the company called Jess Lange, a 20% to work.
Saturday a premium day.

DECISION: (Main Committee - Transcript Page 540 - 5/14/65)
M/m/s/c/ that in Cases 5-5-1848 and 5-5-1847 the claim of the Union be paid.

* * * * *

Case # Local 357, Los Angeles, California, and
5-5-1860 O.N.C. Motor Freight System

P & D Complaint by Alexandria: "On 11-16-64, I was laid off because
Dispute of lack of work. The Company used casuals on the 17th and 20th
of November, therefore, in agreement with the contract, I am
asking for two days pay, as the senior man laid off as per contract.

DECISION: (Main Committee - Transcript Page 546 - 5/14/65)
M/m/s/c that the claim of the Union be upheld.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1864 Oregon-Nevada-California Fast Freight

P & D On the day in question, Victor Carlson, a qualified man, was
Dispute passed over in favor of a junior man, even though Carlson had
signed the premium day sign-up sheet.

NOTE: Upon the report of the Sub-Committee for Local Operations being presented
to the Main Committee in Case #5-5-1864, the decision of the Committee for
Local Operations Sub-Committee was protested.

DECISION: (Main Committee - Transcript Page 539 - 5/14/65)
M/m/s/and deadlocked that the appeal of Local 741 of the decision of the
P & D Committee be denied.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

* * * * *

Case # Local 2, Butte, Montana; Local 983, Pocatello, Idaho, and
5-5-1867 Consolidated Freightways

OTR Request bid be honored for employee Mervin Gerke of Butte,
Dispute and request pay difference in the amount deprived of by not getting
vacancy on Pocatello Extra Board 5/1/64.

DECISION: (Main Committee - Transcript Page 112 - 5/11/65)
M/m/s/c/ that the claim of the Union be denied inasmuch as the extra board
positions are not subject to bid.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 2, Butte, Montana, and
5-5-1868 Garrett Freightlines, Inc.

OTR Pocatello driver arrived in Butte, dropped his tractor and
Dispute trailer, picked up a tractor and trailer and continued on to
Missoula. Union requests wages at applicable rate for Ed
Hopwood, a P & D driver qualified to have made this run.

DISPOSITION: Postponed.

* * * * *

Case # Local 17, Denver, Colorado, and
5-5-1869 Denver Chicago Trucking Co., Inc.

MASTER Local 17 is protesting the position taken by Denver Chicago
Dispute Trucking Co., Inc. in regard to the seventy-two hour notice
which was sent February 1, 1965.

DECISION: (Main Committee - Transcript Page 455 - 5/13/65)
M/m/s/c/ that this case be sent back and come back up again as a factual case.

* * * * *

Case # Local 45, Great Falls, Montana, and
5-5-1870 Helphrey Motor Freight

Termina- Local 45 contends employee Norton wrongfully discharged and
tion should be reinstated with back pay.

DECISION: (Main Committee - Transcript Page 194 - 5/12/65)
M/m/s/c/ that Norton be reinstated with full seniority and no back pay and the
discharge be reduced to a warning letter for removing the tachograph.

* * * * *

Case # Local 57, Eugene, Oregon, and
5-5-1871 Everts Commercial Transport, Inc.

Tanke r The Union is claiming runaround pay amounting to 7 1/2 hours,
Dispute the difference in dispatch times, because of improper dispatch.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California ; Local 85, San Francisco, and
5-5-1872 Consolidated Freightways

Joint Consolidated Freightways is herewith petitioning the Joint Area
Council 7 Grievance Committee for relief from the present pay practices
Dispute now in effect at our San Leandro terminal and our San Francisco
terminal, as well as our Clark-Farnsworth San Francisco
terminal.

DECISION: (Main Committee - Transcript Page 134 - 5/11/65)
M/m/s/c/ that the petition of the Company be denied.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1873 Garrett Freightlines

Joint Council 7 Eason's anniversary date is September 24th. Union claims
Dispute in 1964 he took vacation with pay prior to his anniversary date;
that now the man has accrued 5 days and, although the Company
will allow the time off, they will not pay until his anniversary
date.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1874 Garrett Freightlines

Joint Union claims Garrett is requiring his applicants and employees
Council 7 to take aptitude tests at C. T. A. Driver Testing Center contrary
Dispute to the contract.

DECISION: (Main Committee - Transcript Page 147 - 5/11/65)
M/m/s/c/ that the two tests, the test dealing with aptitude and the test dealing
with the psychological business, are going to be suspended, and they are going
to be suspended until this committee has had a chance factually to look at them,
and this committee is going to consist of some members of C. T. A. people on
one side and whoever the Western Conference selects to go with them.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1875 Garrett Freightlines, Inc.

Joint Union claims sick leave pay for Christmas Day in addition to
Council 7 holiday pay.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)

M/m/s/c/ that the claim of the Union be upheld, with the understanding that they
only pay six days sick leave anyway and that if on the 4th of July the Company can
show absenteeism because of the fact of these guys laying off on a Wednesday,
knowing that they are going to get double time on a holiday, then this Company is
going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1876 and 5-5-1885.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 70, Oakland, California, and
5-5-1876 Los Angeles-Seattle Motor Express

Joint Union claims sick leave pay in addition to holiday pay for
Council 7 illness claimed on January 1, 1965.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)
M/m/s/c/ that the claim of the Union be upheld, with the understanding that they only pay six days sick leave anyway and that if on the 4th of July the Company can show absenteeism because of the fact of these guys laying off on a Wednesday, knowing that they are going to get double time on a holiday, then this Company is going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1875 and 5-5-1885.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1877 Los Angeles-Seattle Motor Express

Joint Claims all companies in 70 jurisdiction are letting jobs (routes)
Council 7 up for bid. Claims company doesn't practice either equipment
Dispute bidding or job bidding. Claims job bidding synonymous with equipment bidding and allowable under contract.

DECISION: (Main Committee - Transcript Page 168 - 5/11/65)
M/m/s/ and deadlocked that the claim of the Union be denied.
M/m/s/ and did not receive a majority vote"that this case go to arbitration."

* * * * *

Case # Local 70, Oakland, California, and
5-5-1878 Navajo Freight Lines

Joint When a route became open permanently as the result of a
Council 7 discharge, the company assigned a man to fill the vacancy.
Dispute Union claims vacancy should be bid.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1879 Pacific Intermountain Express

Joint Union feels that Tollfree should have been permitted to work as
Council 7 dispatched from Hiring Hall on September 25, October 2nd, and
Dispute October 4, 1964.

DECISION: (Main Committee - Transcript Page 232 - 5/12/65)
M/m/s/c/ that this case and cases pertaining to this case be referred back to the Hiring Hall Committee for adjudication. In the event that they don't hear them, that this committee will hold jurisdiction and then hear them, and that rules of procedure governing the committee action of the Hiring Hall be reduced to writing.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 70, Oakland, California, and
Paxton Trucking Company

Joint Union claims Company used leased truck on December 1, 1964,
Council 7 to unload empty reels at General Cable in Emeryville, while
Dispute Local 70 men laid off.

DISPOSITION: (Main Committee - Transcript Page 125 - 5/11/65)
Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1881 Paxton Trucking Company

Joint Union claims that all men in a "rigging crew" should be receiving
Council 7 winch rate of pay, claiming this has been company's past
Dispute practice.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1882 Paxton Trucking Company

Joint Union claims company established past practice from 1960
Council 7 to October, 1964, in paying additional 50 cents for driving a
Dispute truck and tractor with a winch.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1883 Ringsby

Joint On February 2, 1965, at 8:45 a.m., Stewart Drayage picked up
Council 7 trailer 9-471 at Oakland terminal of Ringsby and went to Colgate,
Dispute loaded 43,000 lbs. of freight for Jacksonville, Indiana, returned
trailer to yard at 6:00 p.m. All Local 70 jurisdiction.
Union requests days pay for a man laid off that day.

DISPOSITION: (Main Committee - Transcript Page 117 - 5/11/65)
Settled and Withdrawn.

* * * * *

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1884 Robertson Drayage

Joint A Local 85 man is driving - bobtail, license #32 276 and has
Council 7 been doing dock work by virtue of picking up his freight, putting
Dispute it on his hand truck and loading his own truck. Since this work
is identical to that performed by Local 70 employees, he should
have had a Local 70 man obtain his merchandise or freight for
him.

DECISION: (Main Committee - Transcript Page 547 - 5/14/65)
M/m/s/c/ that the area that has been agreed upon for the interlining carriers,
that the company instruct the interlining carriers that is the only area they can use.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1885 Sterling Transit

Joint Cliff Talbot claims sick leave pay on a holiday, for which he
Council 7 was paid holiday pay.
Dispute

DECISION: (Main Committee - Transcript Page 160 - 5/11/65)
M/m/s/c/ that the claim of the Union be upheld, with the understanding that they
only pay six days sick leave anyway and that if on the 4th of July the Company can
show absenteeism because of the fact of these guys laying off on a Wednesday,
knowing that they are going to get double time on a holiday, then this Company is
going to bring it in here as a specific grievance.

NOTE: This decision applies to Cases 5-5-1876 and 5-5-1875.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1886 Transcon Lines

Joint Union wants Company to install heaters and defrosters. Company
Council 7 claims they are not needed in this area.
Dispute

DISPOSITION: Postponed.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1887 Transcon Lines

Joint
Council 7 Regular employee left work ill at noon. The next morning, he
Dispute reported to work but was refused work for that day. Filing
requests a day's pay.

DISPOSITION: (Main Committee - Transcript Page 231 - 5/12/65)
Settled and Withdrawn.

* * * * *

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1888 Transcon Lines

Joint The Company will only let ten percent of the men go on vacation
Council 7 at any shift. This means only three men at a time go on
Dispute vacation. There has always been more than three men on
vacation at one time for the last six years.

DISPOSITION: (Main Committee - Transcript Page 231 - 5/12/65)
Settled and Withdrawn.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1889 Transcon Lines

Joint Jesse Tolefree was dispatched on April 6, 1965, for dock
Council 7 employment at Transcon for 6:00 p.m. Employer, foreman,
Dispute agent, supervisor, refused to employe Jesse Tolefree or pay
for the night's wages.

NOTE: The decision in Case #5-5-1879 applies.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1890 Consolidated Freightways, Inc.

Master The Union contends that the Company has discontinued returning
Dispute the audited copy of the drivers trip sheet pay form to them.
The Union is requesting that the Company return to past
practice.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1891 Consolidated Freightways, Inc., Bulk Commodities Division

Tanker Local Union 81 is claiming that Consolidated Freightways, Inc.,
Dispute Bulk Commodities Division, is in violation of Article 14,
Sections 1 and 2, of the Western States Area Master Agreement.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1892 Lee & Eastes Tank Lines, Inc.

Tanker Local Union 81 is claiming runaround pay for John Mullan
Dispute for February 14, 1965.

DISPOSITION: Postponed.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1893 Los Angeles-Seattle Motor Express, Inc.

OTR Local Union 81 is claiming that Los Angeles-Seattle Motor
Dispute Express is in violation of Article 53, Section 7, (b), of the
Over-the-Road, Single Man and Sleeper Cab Supplemental
Agreement, by refusing to pay driver C. Aitken his automatic
three hour layover guarantee.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1894 Oregon-Nevada-California Fast Freight

OTR Local Union 81 is claiming runaround pay for Marvin Bradshaw,
Dispute from Oregon-Nevada-California Fast Freight, amounting to
four (4) hours.

DECISION: (Main Committee - Transcript Page 524 - 5/14/65)
M/m/s/c/ that if the original dispatch shows that the man was dispatched from
Yakima to Seattle via Portland, that the claim be denied.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1895 Pacific Intermountain Express, Inc.

OTR Local Union 81 is claiming report time guaranteed pay for
Dispute C. E. Shove from Pacific Intermountain Express.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1896 Pacific Intermountain Express, Inc.

OTR The Union contends abuse of free time and the Union is claiming
Dispute 13 1/2 hours pay for each driver because of this.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-5-1897 Pacific Intermountain Express, Inc.

OTR The Union contends that on February 4, 1965, an Oakland
Dispute sleeper team came into Portland, one driver got off sick, and
Portland driver Schiermeister took the sleeper seat to Oakland
with orders to deadhead back. Schiermeister arrived in Oakland
at 12:30 a.m. on the 5th, and did not get out until 11:40 a.m.
The company should have had all the arrangements made to get
him home sooner. There were earlier flights; the claim is for
11 hours pay.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 81, Portland, Oregon, and
5-5-1898 Pierce Freightlines, Inc.

OTR The Union contends that in approximately November, 1964, the
Dispute Company arbitrarily discontinued payment of one-quarter hour
to Portland road drivers for fueling their own rigs in Medford,
Oregon.

DISPOSITION: Postponed.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1899 A & B Garment Delivery

Joint Work jurisdiction claim for 2 hour minimum at time and one-
Council 7 half for movement by non-teamster driver of four loaded pallets
Dispute from Hills van across A & B dock to Garment Carriers van
using driver's own equipment.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1900 Associated Freight Lines

Joint In accordance with Article 17 of the National Master Freight
Council 7 Agreement, Associated Freight Lines requests the right to
Dispute establish the same method of pay for the operation of Antoni
Truck Lines, Inc., as that being followed by Associated Freight
Lines in San Francisco.

DECISION: (Main Committee - Transcript Page 353 - 5/13/65)
M/m/s/c/ that the request of the company be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
5-5-1901 California Motor Express

Joint Union claims the company has regularly paid the equivalent of
Council 7 a half hour's wages during the lunch hour period, whether a
Dispute half hour's work was performed or not. Claims the company
suddenly stopped this practice by posting a bulletin.

DECISION: (Main Committee - Transcript Page 361 - 5/13/65)
M/m/s/c/ that the man involved be paid the half hour from the time it was cut
off until today, and that he be given the right, in accordance with his seniority
to bid to a higher classification.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1902 California Motor Express

Joint Union claims California Motor Express moved Christenson
Council 7 reefer operation from Oakland to San Francisco and that they
Dispute agreed to follow provisions of Article 39 (6) in applying seniority
of 5 men involved. Four of these men were later laid off. Union
contends that Article 5 (6) (b) (2) doesn't prevail since the Oakland
terminal was not closed and is still operating.

DECISION: (Main Committee - Transcript Page 381 - 5/13/65)
M/m/s/c/ that in view of the fact that Joint Council 7 grievance machinery ruled
in Case #LD-1645 that Article 5 (6) (b) (2) of the National Master applied, that
the same decision apply in this specific case.

* * * * *

Case # Local 85, San Francisco, California, and
5-5-1903 Hecht Fast Freight

Joint Henry Puertas claims 1/2 hour overtime is due from 7:30 a.m.
Council 7 to 8:00 a.m. on December 15, 1964, per Article 52 of the
Dispute Local 85 Pick-Up and Delivery Supplement.

DISPOSITION: Postponed.

* * * * *

Case # Local 137, Marysville, California, and
5-5-1904 Consolidated Copperstate - Valley Motor Lines

H & W Union claims money for hours and premium pay and welfare
Dispute payments not caught up properly for Bud and Larry Moore.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
5-5-1905 Union Transportation

OTR Union claims Company sub-contracting work to Souza Trucking
Dispute Company and Gomez Trucking Company, while regular men on
layoff status. Union requests regular employees be compensated
in seniority rotation for loads sub-contractors were used on.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 180, Los Angeles, California, and
5-5-1906 Navajo Freight Lines

OTR It is the position of Local 180 that J. R. Tate and R.N. McGruder
Dispute of Navajo Freight Lines are entitled to all time spent when
they ran out of fuel 15 miles short of their destination.

DECISION: (Main Committee - Transcript Page 516 - 5/14/65)
M/m/s/c/ that the claim of the Union be paid.

* * * * *

Case # Local 180, Los Angeles, California, and
5-5-1907 Pacific Intermountain Express

Interpre- Local 180 takes the position that P.I.E. owes R.B. LeCrone
tation and D. Lewis, 13 hours pay at the rate of \$3.07 per hour.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 190, Billings, Montana, and
5-5-1908 Garrett Freightlines, Inc.

OTR Request pay for a Helena to Great Falls and return to Helena
Dispute trip for Gary S. Brekke.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1909 B.B.D. Transportation

Termina- The Local Union protests the termination of Charles Sweeney.
tion

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-5-1910 Certified Freight Lines

Termination Local 208 protests the termination of William Poppin.

DECISION: (Committee for Local Operations - Transcript Page 225 - 5/13/65)
M/m/s/c/ that William Poppin voluntarily quit.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1911 Wescartage, Inc.

Termination Local 208, in behalf of Harold Sherman, protests the Company's
disregard of working seniority entitlements due employee Sherman.

DECISION: (Committee for Local Operations - Transcript Page 237 - 5/13/65)
M/m/s/ and deadlocked that Harold Sherman be returned to work with full seniority
rights on a valid release from his doctor to the Company.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel as
the arbitrator.

* * * * *

Case # Local 208, Los Angeles, California, and
5-5-1912 Western Gillette, Inc.

Termination The Local Union protests the discharge of Rocco Simarano.

DECISION: (Main Committee - Transcript Page 270 - 5/12/65)
M/m/s/c/ that Simarano be returned to work commencing February 12, 1965
with a 60 day suspension and all seniority rights.

* * * * *

Case # Local 208, Los Angeles, California
5-5-1913 Local 357, Los Angeles, California, and
Yale Cartage Corporation

Master Yale Cartage Corporation seeks relief from its present payroll
Agreement practices.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
5-5-1914 Consolidated Freightways

Warning Local 222 wishes to protest the Warning Notice issued to
Notice Tharrell Call.

DECISION: (Committee for Local Operations - Transcript Page 305 - 5/13/65)
M/m/s/c/ that the warning letter issued to Mr. Call be reduced to a written
reprimand because this was a rearend accident.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1915 Garrett Freightlines

Warning Protest of warning letters issued sleeper team of Sidwell
Notice and Boyd.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1916 Garrett Freightlines

Warning Protest of warning letters for refusing to work behind a
Notice picket line issued to Robinson and Sumens.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1917 Garrett Freightlines

OTR C. O. Sodwell and Klenneth Boyd, a Salt Lake City based sleeper
Dispute team, filed a pay claim for .2 of an hour delay enroute while
waiting for a draw bridge near Sacramento.

DECISION: (Main Committee - Transcript Page 477 - 5/13/65)
M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1918 I.M.L. Freight, Inc.

Warning Protest of a warning notice issued to Lorenzo Massey.
Notice

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
5-5-1919 I.M.L. Freight, Inc.

Warning Protest of a warning notice issued to Hartman.
Notice

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1920 I.M.L. Freightlines

Seniority Robert A. Chaney claims that his seniority date is January
Dispute 3, 1956.

DECISION: (Main Committee - Transcript Page 464 - 5/13/65)
M/m/s/c/ that Robert Chaney's seniority date is January 6, 1956.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1921 Pacific Intermountain Express

Warning Protest of warning letters issued to Hess - Hyde and Baker.
Letters

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1922 Union Pacific Motor Freight Co.

Warning Protest of warning letter issued Rex G. Southard.
Notice

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 222, Salt Lake City, Utah, and
5-5-1923 U.P. Motor Freight

Warning Protest of warning letters issued Mr. Schemensky.
Notice

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 224, Los Angeles, California, and
5-5-1924 Milne Truck Lines

OTR Local 224, on behalf of George Ecklund, claims the difference
Dispute in pay of \$37.93, between a Desert Center turnaround and a
Phoenix trip.

DECISION: (Main Committee - Transcript Page 239 - 5/12/65)
M/m/s/c/ that the claim of the Union be upheld and the Company and Union are
directed to get together and agree that the drivers will be assigned to loads
at the check out line.

* * * * *

Case # Local 224, Los Angeles, California, and
5-5-1925 O.N.C. Motor Freight System

OTR Thomas J. Daly claims \$711.25 due him as wages. This amount
Dispute represents the trips pulled by junior employees because of the
Company's refusal to honor Mr. Daly's medical release.

DECISION: (Main Committee - Transcript Page 423 - 5/13/65)
M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 287, San Jose, California, and
5-5-1926 Bigge Drayage

Master Union claims construction rate of pay for driver while working
Dispute on construction job for two days.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 287, San Jose, California, and
5-5-1927 Bigge Drayage

OTR Union claims Company is in violation of Article 52 (e) and (f).
Dispute Short line drivers hauling pipe into the local jurisdiction of the
Union and shuttling trailers.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 307, Casper, Wyoming, and
 5-5-1928 Consolidated Freightways

Inter- Teamsters Local 307 hereby requests an interpretation of
 pretation Article 1, Section 3, of the National Master Freight Agreement
 as to its proper application when Consolidated Freightways sold
 its intrastate authority as outlined in Joint Western Conference
 Case #5-4-1316.

DECISION: (Main Committee - Transcript Page 560 - 5/14/65)
 M/m/s/c/ that this is not an interpretive matter and that the seniority and the
 way that the Company handled the Basin operations sold was proper.

* * * * *

Case # Local 313, Tacoma, Washington, and
 5-5-1929 Everts' Commercial Transport, Inc.

Tanker Time claimed by employee (Judy) as spent in service of Company
 Dispute on 12/18/65 as filed on trip ticket #017104. was denied.

DECISION: (Main Committee - Transcript Page 410 - 5/13/65)
 M/m/s/c/ that the claim of the Union be upheld.

* * * * *

Case # Local 357, Los Angeles, California, and
 5-5-1930 Illinois-California Express

Holiday Alvin Alexandria, Loren Lee Bates, Donald Thibault, and
 Dispute Lewis Travis claim February 22, 1965, Monday morning at
 12:01 a.m. which was a holiday. They received only 8 hours
 pay at straight time. At this time, they are filing for the holiday
 pay in the amount of \$26.52.

DECISION: (Main Committee - Transcript Page 519 - 5/14/65)
 M/m/s/c/ that the claim of the Union be denied.

* * * * *

Case # Local 483, Boise, Idaho, and
 5-5-1931 Consolidated Freightways

Interpre- Protest of the Company taking the position that Junior Horner was
 tation on an unauthorized leave of absence and thus lost his seniority.

DECISION: (Main Committee - Transcript Page 141 - 5/11/65)
 M/m/s/c/ that the man be put back to work with all seniority and a warning letter,
 with the understanding that the break in time will have to be discounted in his
 first year of employment towards building his vacation credits.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 483, Boise, Idaho, and
5-5-1932 I.M.L. Freight

OTR A. C. Smith runaround claim.
Dispute

DISPOSITION: Postponed.

* * * * *

Case # Local 551, Lewiston, Idaho; Local 741, Seattle, Washington, and
5-5-1933 United Buckingham Freight Lines

OTR The Unions have made several attempts to obtain bid runs on
Dispute United Buckingham Freight Lines Over-the-Road operation;
such attempts extending over a long period.
It is our position that the bids we are asking for are running
out of our respective jurisdictions and would not force any undue
restrictions on the Company.

DISPOSITION: Postponed.

* * * * *

Case # Local 690, Spokane, Washington, and
5-5-1934 Best Way Motor Freight Company

Warning Protest of warning notice issued to Leo Pike.
Notice

DECISION: (Main Committee - Transcript Page 190 - 5/12/65)
M/m/s/c/ that this case be sent back to the State Committee and heard on
its merits.

* * * * *

Case # Local 690, Spokane, Washington, and
5-5-1935 Consolidated Freightways, Inc.

OTR Local 690 claims abuse of free time for James Prater.
Dispute

DECISION: (Main Committee - Transcript Page 219 - 5/12/65)
M/m/s/c/ that the claim of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 690, Spokane, Washington, and
5-5-1936 United Buckingham Freight Lines

Dis- Protest of discharge of Robert T. Olsen.
charge

DECISION: (Main Committee - Transcript Page 223 - 5/12/65)
M/m/s/c/ that Olsen be put back to work with no back pay and all seniority rights.

* * * * *

Case # Local 741, Seattle, Washington, and
5-5-1937 United Buckingham Freight Lines

Warning The Union protests a warning notice to Alex Evertz for
Notice colliding with a rock slide on Snoqualmie Pass.

DECISION: (Main Committee - Transcript Page 405 - 5/13/65)
M/m/s/c/ that the warning letter be upheld.

* * * * *

Case # Local 775, Denver, Colorado, and
5-5-1938 Denver-Chicago Trucking Co., Inc.

Termina- Edgar Glenn protests discharge as unjustified and requests
tion reinstatement with full compensation for all time lost.

(Committee for Local Operations - Transcript Page 250 - 5/13/65)
DISPOSITION: The parties have agreed to the following stipulation: Mr. Edgar Glenn, who was returned to work on March 4, 1965, shall be compensated from February 11th to March 4th, which is 14 days compensation, and that Mr. Glenn's discharge letter shall be reduced to a warning letter to state:
"REASON FOR WARNING: Leaving shop area with Company property that was not assigned to you for the performance of your duties."

* * * * *

Case # Local 775, Denver, Colorado, and
5-5-1939 Navajo Freight Lines, Inc.

Auto- Pearl Peters protests elimination of Tire Leadman job and
motive requests that this job be reinstated, effective 2/26/65.
Dispute

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-5-1940 Navajo Freight Lines

OTR Bob Masters states: I am claiming a trip from Denver, Colorado
Dispute to Los Angeles, California and return, due to Company refusing
me to ride on my regular assigned equipment.

DECISION: (Main Committee - Transcript Page 430 - 5/13/65)
M/m/s/c/ that the claim of the Union be upheld if Masters was available on
December 4, 1964 for a dispatch.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1941 Navajo Freight Lines

OTR Donald C. Rudy and Howard Hicks state: We were alerted
Dispute between 4 and 6 on March 1, 1965 for 12:30 a.m. departure on
March 2, 1965, and at approximately 10:30 p.m. , we were
called and cancelled out.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1942 Navajo Freight Lines, Inc.

OTR W. B. Arnold and Fred Brown claim they are due one round trip
Dispute from Denver to Amarillo and return as Company is using
Albuquerque bid equipment to move the Amarillo bid freight.

DECISION: (Main Committee - Transcript Page 450 - 5/13/65)
M/m/s/c/ that based on the Navajo operational change, Case 1-33, the claim
of the Union is upheld.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1943 Rio Grande Motor Way, Inc.

OTR Dennis Biesemeier states: I was home and available for work
Dispute January 13, 1965. Company pigged Trailer 3118, DC 6105, 1861,
and 3138. I claim one round trip pay.

DISPOSITION: Settled and Withdrawn.

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1965

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-5-1944 Rio Grande Motor Way, Inc.

OTR Tom Snyder states: I was home and available for call and
Dispute Company pigged trailers 1956-4285 PIE, 2403-5112, 5000,
255-4314, DC 3134. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1945 Rio Grande Motor Way

OTR Charles Thomas states: I was home and available for call and
Dispute the Company pigged trailers 3118, DC 6105, 1861 and 3138,
and I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1946 Rio Grande Motor Way, Inc.

OTR Charles Thomas states: I was home and available on January
Dispute 14, 1965, and Company did not call me, they pigged trailers
2404 and 1872. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

* * * * *

Case # Local 961, Denver, Colorado, and
5-5-1947 Rio Grande Motor Way, Inc.

OTR Charles Thomas states: I was home and available January
Dispute 15, 1965, and the Company pigged 3138 - 2117 - PIE 169 -
DC 4426. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

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Case # Local 961, Denver, Colorado, and
5-5-1948 Rio Grande Motor Way, Inc.

OTR I was home and available for call and the Company pigged
Dispute 3138-2117 - PIE 169 DC 4426. I claim one round trip.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 961, Denver, Colorado, and
5-5-1949 Rio Grande Motor Way, Inc.

Warning Ron Curtis states; I am protesting the warning letter of
Notice March 18, 1965, for an accident as being unjustified.

DECISION: (Committee for Local Operations - Transcript Page 271 - 5/13/65)
M/m/s/c/ that the warning letter issued to Ron Curtis, based on the evidence
submitted, be reduced to a letter of reprimand.

* * * * *

Case # Local 70, Oakland, California, and
5-5-1951 East Bay Drayage

Joint Establishment of seniority; case involves a casual employee
Council 7 lined for vacation relief.
Dispute

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and
5-5-1952 Oregon-Nevada-California Fast Freight

Inter- Local 81 maintains that the contract provides that any employee
tation hired under Article 3, Section 2, third paragraph, of the National
Master, has to be by mutual agreement with the Union before
this provision of the contract can become effective. Further,
the Union maintains that the Company cannot require any employee
to waive his rights to seniority, nor has the Company the right
to waive any employees rights.

DECISION: (Main Committee - Transcript Page 552 - 5/14/65)
M/m/s/c/ that this case be postponed until August and this committee hold
jurisdiction.

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Case # Local 85, San Francisco; Local 287, San Jose, California, and
5-5-1953 Peninsula Delivery Service

Inter- Request for interpretation of jurisdictional agreement between
pretation Local Unions 85 and 287 involving employees of Peninsula
Delivery Service.

DECISION: (Main Committee - Transcript Page 396 - 5/13/65)
M/m/s/c/ that the position of Local 85 be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
5-5-1954 Consolidated Freightways

Warning Local 468 wishes to protest the warning letter issued to
Notice McAllister and Hargrave.

DISPOSITION: Postponed.

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Case # Local 468, Oakland, California, and
5-5-1955 Garrett Freight Lines

Warning Local 468 wishes to protest the warning notice issued to
Notice Higgins.

DISPOSITION: Settled and Withdrawn.

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Case # Local 180, Los Angeles, California, and
5-5-1956 Pacific Intermountain Express

Dis- Protest of discharge of Paul Weisgerber.
charge

DECISION: (Main Committee - Transcript Page 258 - 5/12/65)
M/m/s/c/ that the claim of the Union be denied.

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Case # Local 208, Los Angeles, California, and
5-5-1957 Illinois-California Express

Dis- Local 208 wishes to protest the discharge of David E. Millard,
charge

DECISION: Committee for Local Operations - Transcript Page 252 - 5/13/65)
M/m/s// and deadlocked that due to the fact that there was no evidence sub-
mitted as to Mr. Millard being dishonest while in the employment of the employer,
I move that Mr. Millard be returned to work and paid for all time lost.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel
as the Arbitrator.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-5-1958 I.M.L. Freight Lines, Inc.

Dis- Local 357 wishes to protest the discharge of Kenie Richie.
charge

DECISION: (Committee for Local Operations - Transcript Page 286 - 5/13/65)
M/m/s/c/ that Kenie Richie be reinstated to work with Interstate Motor Lines
as of June 1, 1965 with no back pay, and that this termination be reduced to a
warning notice, which warning notice shall be considered a final warning notice
for absenteeism.

* * * * *

Case # Local 468, Oakland, California, and
5-5-1959 Consolidated Freightways

Dis- Local 468 wishes to protest the discharge of LaFazio.
charge

DECISION: (Committee for Local Operations - Transcript Page 311 - 5/14/65)
The following stipulation was agreed to by the parties: That the driver shall be
returned to work with full seniority and no back pay and his discharge letter will
be reduced to a final warning letter.

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Case # Local 692, Long Beach, California, and
5-5-1960 Dealers Transit (Belyea Division)

OTR Claim of Clugston and Cook asking that they be compensated for
Dispute a round trip to Mercury, Nevada, plus work time because company
utilized own operators while Clugston and Cook were on layoff.

DISPOSITION: Settled and Withdrawn.

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Case # Local 70, Oakland, California, and
5-5-1962 Shippers Express

Dis- We wish to have the discharge of Ed Goguen from Shippers Express
charge heard before the Joint Western Committee in compliance with
Article 42, of the National Master Freight Agreement.

DECISION: (Main Committee - Transcript Page 188 - 5/12/65)
M/m/s/c/ that this case be sent back to the Joint Council 7 Labor Management
Committee to be heard on its merits.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
5-5-1964 Western Gillette

Interpre- Interpretation of "Closing of Branches." Article 5, Section 6,
tation Item B-2. Union would like interpretation under Article 8 (a)
1 and 2 (b) (e) and (d) of the National Master Freight Agreement
on how to apply Article 5, Section 6, Item B-2, to the San
Francisco to Oakland move of Western Gillette Company.

DISPOSITION: Settled and Withdrawn.

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Case # Local 70, Oakland, California, and
5-5-1965 Lady's Choice Foods

Joint Article 55 - Holidays - Motion made and seconded that Frank
Council 7 Russell be paid. Company's position was "no." Deadlocked.
Dispute Article 51 - Section 4 - Handling Special Freight - Motion was
made that employees handling special freight receive \$1.60 per
day above regular wage scale. Company's position was "no."
Deadlocked.
Article 59 - Section 3 - Protective Clothing - Motion made and
seconded that the employer furnish protective clothing. Employer
failed to do so. Request employer to replace or compensate for
any and all damaged clothing. Employer's position "no." Deadlocked.

DECISION: (Main Committee - Transcript Page 515 - 5/14/65)
M/m/s/c/ that this dispute be sent back to Joint Council 7 grievance machinery
for possible settlement at that level and comply with the steps in our agreement
before we hear it here.

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CASES SUBMITTED TO MULTI-CONFERENCE COMMITTEE

IN WASHINGTON, D. C.

The following are cases that were originally submitted to the Multi-Conference Committee in Washington, D. C.

After analyzing the transcripts of these cases, it was returned to the Western Area with authority given Roy Williams and Ray Beagle to settle it.

<u>Case 2-5-1752</u>	The claim is to be paid by the employer.
<u>Case 2-3-1763</u>	This claim is to be paid by the employer.
<u>Case 2-5-1768</u>	Is withdrawn by the Union Committee because this team turned down a piece of equipment even though it was not the equipment that they normally drive.
<u>Case 11-4-1703</u>	This has been withdrawn by the Union Committee due to dispatch rules which are agreed to by the parties.
<u>Case 2-5-1818</u>	This case was settled by the parties.
<u>Case 2-5-1819</u>	This was settled by the parties.
<u>Case 2-5-1832</u>	Remanded to be heard on its merits.
<u>Case 8-4-1596</u>	Settled and withdrawn by the Union because the mileage was paid over this route and mileage applies rather than hours.
<u>Case 11-4-1658</u> <u>Case 8-4-1527</u>	These two cases shall be returned to the Multi-Conference Grievance Committee in Washington, due to a dispute involving the Over-the-Hill operation between Oakland, California, and Reno, Nevada.

Copy to all B.A's + Organizers.

THE FOLLOWING LOCAL 70 CASES WERE FILED AND HEARD BEFORE THE JOINT WESTERN AREA COMMITTEE AUGUST 9, 10, 11 & 12, 1965 AT THE SIR FRANCIS DRAKE HOTEL - SAN FRANCISCO.

CASE #5-5-1879 = LOCAL 70 vs. P.I.E. (LD 1753, 54 ART. II)

Cases originally filed through Hiring Hall Committee. Hearings consolidated by agreement.

Union feels that Tollfree should have been permitted to work as dispatched from Hiring Hall on September 25, October 2nd, and October 4, 1964.

DECISION: (Main Committee - Transcript Page 59 - 8/10/65)
M/m/s/c that based on the facts presented in Case 1879 involving Local 70 and Pacific Intermountain Express, that the claim of the Union be denied in accordance with Article 38, Section 4 of the Local 70 P & D Agreement, with the understanding that the decision in this case sets no precedent for future cases.

CASE #5-5-1886 = LOCAL 70 vs TRANSCON LINES

Union wants Company to install heaters and defrosters. Company claims they are not needed in this area.

DECISION: (Main Committee - Transcript Page 35 - 8/10/65)
M/m/s/c that the Company be instructed to comply with Article 16 of the National Master Freight Agreement within ninety days.

CASE #8-5-1989 = LOCAL 70 vs. ASSOCIATED FREIGHT

Martinez on first dock shift has less seniority than Russell who works second shift. On disputed occasion, Russell, who worked until 3:30 a.m. was put on layoff while Martinez worked. Company contends State Law requires 8 hours rest between shifts, so Russell could not have been recalled.

DISPOSITION: Withdrawn.

CASE #8-5-1990 LOCAL 70 vs. CALIFORNIA MOTOR EXPRESS

Union objects to spotting of trailers at Interline Carrier docks for loading by night platform men. Claims subterfuge to prevent paying C.M.E. driver overtime for loading his own equipment, departure from past practice.

DECISION: (Main Committee = Transcript Page 85 - 8/10/65)
M/m/s/c/ that based on the facts in this case, the Claim of the Union be denied.

CASE #8-5-1991 = LOCAL 70 vs. DI SALVO

Can a line driver drop a train at Oakland terminal and hook up and haul an empty van to San Francisco terminal? Oakland terminal closed at the time.

*DISPOSITION: Withdrawn.

CASE #8-5-1992 LOCAL 70 vs. DI SALVO

Can line driver drop one trailer of a set of doubles at Oakland terminal and proceed with the remaining trailer and dolly to the San Francisco terminal? Oakland terminal closed.

DISPOSITION: Withdrawn.